

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
FIRST SET OF INFORMATION REQUESTS FROM THE MASS OIL HEAT COUNCIL
D. T. E. 05-27

Date: June 22 2005

Responsible: John E. Skirtich, Consultant (Revenue Requirements)

MOC-1-10 At page 51 of Witness Bryant's testimony, he states that Bay State's Energy Product and Services (EP&S) division is not subject to the DTE's rules concerning competitive energy affiliates. Please provide a copy of the Department's determination that EP&S is neither a competitive affiliate nor a "unit or division" within the meaning of the Department's rules.

Response: Please see the Company's response to DTE-05-30.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
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D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

- MOC-1-12 At page 54 of Witness Bryant's testimony, he states that "Bay State solicits participation of qualified contractors in its contractor referral program and provides incentives to participants to help meet Bay State growth objectives". With regard to this statement, please provide the following information:
- (a) identify and describe the Company's contractor referral program(s) and provide all documents and/or communications regarding the referral program(s) prepared and/or sent during 2004;
 - (b) in addition to the referral programs, identify and describe all outside contractor or "trade ally" program(s) offered by the Company. Please provide all promotional items, advertisements, invitations or other materials used in connection with such program(s);
 - (c) provide any agreements or contracts entered into between the Company and outside contractors or trade allies;
 - (d) indicate the method by which the Company selects an outside contractor to provide services in conjunction with the Company;
 - (e) indicate whether any of the Company's affiliates can and do participate in such programs and identify such affiliates;
 - (f) indicate the type and amount of financial and/or promotional assistance outside contractors or trade allies received from the Company for the benefit of the outside contractor or trade ally including but not limited to rebates, financial subsidies, advertising subsidies, promotional materials prepared by the Company, gifts and prizes, or any other financial incentive;
 - (g) indicate the type of financial and/or promotional assistance outside contractors or trade allies received from the Company to be passed onto the customer, including but not limited to rebates, financial subsidies, gifts, loans, prizes, or any other financial incentive; and
 - (h) provide a list of all the contractors who have qualified for or been selected by the Company as an outside contractor or a trade ally

doing business with the Company. For each, please list the amount and type of assistance received from the Company.

Response: (a) The Company offers a Participating Contractor Referral Program. The program includes the creation of two separate Participating Contractor lists. The primary list is the Participating Plumbing and Heating Contractors Guide. There are separate Guides for Southeastern Massachusetts, Western Massachusetts and the Merrimack Valley. The Guide is a printed brochure and listed on the Bay State Gas website. The Guide is offered to customers that call to inquire about the installation of natural gas equipment.

A second, smaller list is maintained for those Participating Contractors that are interested in performing service and repair work. Contractors from this list are offered to customers that call Bay State's Customer Contact Center in Springfield.

Periodically, the Company sends an invitation to independent contractors in or near its territory to invite them to participate in the program. Contractors that participate in the program are eligible to receive a \$50 rebate for all heating systems in Bay State's territory that they convert to natural gas. Participating Contractors may also offer Bay State's financing program to assist customers with the cost of heating system installations.

A copy of the invitation that was sent in 2004 is attached as Attachment MOC-01-12 (a). Enclosed as part of the package was the Participating Contractor Agreement, which is Attachment MOC-01-12 (b). The enrollment forms that list the enrollment criteria and the contractor information are Attachments MOC-01-12 (c) and MOC-01-12 (d). An IRS-W9 form or the contractor's social security number are required due to the payment of rebates. The W9 form is Attachment MOC-01-12 (e). Finally, in order to receive the \$50 rebate for a natural gas conversion, contractors must fill out an Installation Verification Form. That form is Attachment MOC-01-12 (f).

The following list of attachments are the other communications in 2004 regarding the Participating Contractor Program.

Attachment MOC-01-12 (g). A reminder sent to past year participants in the program that had not yet submitted paperwork for the 2004-2005 program,

Attachment MOC-01-12 (h). A letter that was sent to contractors that returned enrollment forms but did not include one or more required documents.

Attachment MOC-01-12 (i). A welcome letter sent to contractors that enrolled in the program. The letter included a reminder of the availability of \$50 rebates for conversions to gas heat, and our financing program.

Attachment MOC-01-12 (j). A letter sent to 2003-2004 Participating Contractors informing them of the conclusion of the current year program, along with a reminder to submit their Installation Verification forms in order to receive their rebates. The letter also referenced the upcoming invitation to the 2004-2005 program.

Attachment MOC-01-12 (k). A letter sent with rebate check to Participating Contractors in October, 2004.

(b) There are two additional programs that may be considered trade ally programs. The first is the use of independent contractors to install water heaters through the Company's water heater sale and rental programs. The second is The Builder and Developer Guide to Natural Gas Service. This Guide is sent to Builders and Developers to assist them with the process of installing natural gas mains and services. A copy of this package is enclosed, Attachments MOC-01-12 (l) through MOC-01-12 (r).

(c) As referenced above, the Participating Contractor Agreement is included as Attachment MOC-01-12 (b). A copy of the standard Water Heater Installing Contractor Agreement is Attachment MOC-01-12 (s).

(d) Invitations to join the Participating Contractor Program are sent to a large number of contractors. In 2004, 463 contractors were invited to join the Program. Generally, all contractors that meet the criteria listed in the brochure are included in the list, as long as they have not been previously removed due to performance issues.

Water Heater Installation Contractor selection is based on several factors; the installation fee charged by the contractor, obtaining a commitment from the contractor regarding responsiveness, and keeping the list of contractors small enough to ensure that Bay State can provide enough work for the contractor to profitably satisfy the responsiveness commitment.

(e) No Company affiliates in Massachusetts participate in either the Participating Contractor Program or the Water Heater Installation program.

(f) As referenced in section (a), Participating Contractors currently receive a \$50 bonus for every heating system in our service territory that they convert to natural gas heat. They also are eligible to offer our exclusive financing program to assist their customers with the cost of installing natural gas equipment. At various times the Company has provided

incentives such as eligibility in drawings to win free trips, training at little or no cost, and other promotional items such as clothing or tools.

(g) It is up to the Participating Contractor whether or not they pass the \$50 conversion rebate along to their customers. The financing program is designed specifically for the contractor to offer to their customers.

(h) Two lists of contractors are provided as an attachment. The first is the Participating Contractor list from 2003-2004. This is the list of contractors that chose to participate in the program during that time frame. The list includes the rebate dollars the contractor received in 2004, the number of installations that were financed, and the total dollars financed. This is attachment MOC-01-12 (t). Attachment MOC-01-12 (u) is the current list of Participating Contractors.



July 2004

Dear Plumbing and Heating Contractor:

Here's your chance to earn cash bonuses for many of the jobs you already complete! How? By becoming a Participating Contractor in the Bay State Gas/Northern Utilities Natural Gas, 2004 Contractor Referral Program.

If you've previously participated, we hope you will continue with us in 2004/2005. If not, then here's your chance to "get with the program"!

There are many ways you'll benefit from partnering with us:

- As a Participating Contractor, you'll earn a \$50 bonus for every heating system in our service territory that you convert to natural gas heat.
- Participating Contractors have the opportunity to receive referrals for additional service and maintenance work.
- You may also offer gas customers our exclusive financing program for select home improvements...a convenience for customers that can help you close more sales!
- You'll be added to our list of Participating Contractors that we provide to interested customers. This may mean more sales leads...and increased business...for you!

It's free to join, and all the information you need is in this brochure. To sign up, complete and return the enclosed forms and the required paperwork by August 31, 2004. (Contact information is on the enrollment form).

Sincerely,

Your Bay State Gas/Northern Utilities Sales Team

P.S. Don't forget! The deadline for sending in your completed forms is August 31, 2004.

Partner With Us!

Experienced plumbing and heating contractors ... Bay State Gas and Northern Utilities wants you!

The Bay State Gas/Northern Utilities 2004/2005 Contractor Referral Program kicks off in September. It's easy to join and filled with valuable benefits for qualifying contractors. Simply complete and sign the enclosed Participating Contractor Agreement and Enrollment Form and provide the required documentation. (See "How to Qualify" on the next page for details.)

Cash Bonuses!

As a Participating Contractor in the 2004/2005 Contractor Referral Program, we'll provide your name to homeowners in your area who are converting to natural gas heat and require an installation. Bay State Gas/Northern Utilities will pay you a cash bonus of \$50 for every heating system you convert to natural gas from an alternative fuel. After each installation, simply complete and send in the yellow 2004/2005 Installation Verification Card. Then, at the end of the 2005 Contractor Referral Program year, you'll receive your bonus check for the total.

Additional Service Work!

As a Participating Contractor for Bay State Gas and Northern Utilities, you become eligible for referrals for additional service and maintenance work, and you will be added to our list of Participating Contractors that we provide to interested customers.

Service Territories

Qualified plumbing and heating contractors are needed in the following Bay State Gas/Northern Utilities Service Territories:

- **WESTERN MA** • **MERRIMACK VALLEY, MA/NH** • **SOUTHEASTERN MA**
• **NEW HAMPSHIRE** • **MAINE**

Participating Contractor can select the cities and towns it is able to cover within a Service Territory. (See Service Territory/Equipment Type Form for a listing of all towns in each Service Territory.)

FOR INFORMATION CONTACT:

**Contractor Coordinator
Bay State Gas/Northern Utilities
995 Belmont Street
Brockton, MA 02301
Phone: 1-800-698-0940 ext. 1313**

How to Qualify:

Complete the enclosed Participating Contractor Agreement and return it to us by August 31, 2004, along with:

- Required liability, auto, and worker's compensation insurance
(refer to Participating Contractor Agreement form, Section 1, item g, for details)
- Completed Insurance Data Request form (enclosed)
- Completed Service Territory form (enclosed)
- Valid gas fitter's or plumber's license
- IRS Form W-9 or Social Security number
- Fax and/or answering machine telephone number

Please note: Contractors who have previously participated in the Contractor Referral Program must submit the above forms and updated insurance and licensing information to participate in the 2004/2005 program. Your information must be kept current with us or you will face loss of referrals.

General Rules and Conditions

You must be a Bay State Gas Company/Northern Utilities Natural Gas participating plumbing and heating contractor signed up by August 31, 2004.

For the \$50 conversion bonus:

- Equipment must be installed between September 1, 2004 and December 31, 2005.
- Equipment must be installed in the Bay State Gas/Northern Utilities service territory.
- Heating system must replace an alternate fuel type: oil, electric or propane. Natural gas must be the primary source of heat.
- Conversion must be made for a residential customer. (Some small commercial customers may apply – ask your Contractor Coordinator for details.)

Large commercial, industrial and new residential construction installations are not eligible for the bonus program. Conversion burner installations are not eligible for the bonus program. Bay State Gas/Northern Utilities reserves the right to inspect all installations. The Company reserves the right to refuse and/or remove a contractor from the program for failure to install all natural gas equipment in accordance with applicable codes and manufacturers' specifications, in a workmanlike manner, and in keeping with Bay State Gas/Northern Utilities standards. The Company also reserves the right to refuse and/or remove a contractor from the program for bidding an alternate fuel system on any customer or job referred to them by the Company, or as a result of customer complaints regarding contractor performance.



Participating Contractor Agreement

This Agreement is entered into and effective as of the first day of September 2004 between Bay State Gas and Northern Utilities, Inc., (the “Company”), and _____ the (“Contractor”). In consideration of the mutual benefits to be derived from the Contractor’s participation in the Company’s Contractor Referral and/or related financing programs and/or other programs which the Company may, from time to time, sponsor (collectively, “Program”), and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Company and Contractor agree as follows:

CONTRACTOR:

CONTACT PERSON:

ADDRESS:

CITY:

STATE:

ZIP CODE:

TELEPHONE #

FAX:

Contractor’s participation in any current or future Programs shall be governed by the terms of this Agreement.

I. CONTRACTOR WARRANTIES, REPRESENTATIONS AND COVENANTS

- (a) The Contractor, its subcontractors and agents are professionals qualified to perform and shall perform Services (“Services” hereinafter means all services or work, including, but not limited to, activities relating to the installation of gas equipment, performed by the Contractor or its subcontractors or agents under any existing or future Company Program) under any Program in accordance with the requirements of such Program and highest professional and ethical standards and shall use the utmost professionalism and integrity when dealing with customers;
- (b) The Contractor and its subcontractors and agents in their performance hereunder shall at all times comply with all current and future, applicable laws, licensing and permitting requirements, ordinances, codes, rules, regulations and orders and perform all Services under any Program in a good and workmanlike manner and in accordance with industry norms and practices and shall install/remove all equipment in accordance with manufacturer’s specifications;
- (c) The Contractor and its subcontractors and agents shall obtain, pay for, possess and post all licenses and permits necessary to perform Services;
- (d) Any Services performed by the Contractor, its subcontractors or agents which violate any applicable law, licensing or permitting requirement, ordinance, code, rule, regulation, or industry norm or practice shall be promptly repaired and remedied at no cost to the Company or the customer;
- (e) Contractor is responsible for obtaining all necessary supervision; inspections, installation equipment, labor, materials and tools with respect to the Services;
- (f) Any fees, fines, penalties, or damages which result from or relate to the Contractor’s or its subcontractors or agents failure to perform in accordance with the provisions of this Agreement will be promptly paid in full without liability to the Company or customer;
- (g) Contractor, its subcontractors and agents shall purchase and maintain a minimum of: (i) \$1,000,000 (one million dollars) of general commercial liability (including completed operations and contractual liability) insurance per occurrence, such policy shall be an Occurrence Type (versus claims-made) policy; (ii) a \$1,000,000 (one million dollar) general liability umbrella/excess policy; (iii) \$300,000 (three hundred thousand) of general automobile liability insurance on any vehicles used to provide Service; and (iv) statutory Workmen’s Compensation insurance. Within 10 days hereof, the Contractor shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. Contractor shall maintain such required insurance coverage for at least three (3) years from the termination or expiration of this Agreement. Every contract of insurance providing the coverage required in this provision shall contain the following or equivalent clause: “No reduction, cancellation or expiration of the policy shall be effective until thirty (30) days from the date written notice thereof is actually received by Bay State Gas Company/ Northern Utilities, Inc.” Upon receipt of any notice of reduction, cancellation or expiration, the Contractor shall immediately notify the Company. The Company shall be named as an additional insured on the policies (other than Workmen’s’ Compensation) described above. The Company shall be promptly notified of any claims relating to the Services performed under any Program.
- (h) Contractor warrants and covenants that the Contractor biographical information set out in Appendix A is true, complete and correct.
- (i) Contractor shall work to promptly resolve all customer complaints regarding Services and take corrective action as may be reasonable.
- (j) Contractor shall honor the terms of the warranty on the product(s)/Service(s) provided throughout the warranty period.
- (k) Contractor shall be fully responsible for the safekeeping of any customer property if such property is in the possession or control of the Contractor, its subcontractors or agents.
- (l) Contractor shall adhere to guidelines/procedures on the proper use of any forms, contracts, logos or advertisements supplied by Company, if any, relating to any Program offering.
- (m) Contractor agrees that any representations or warranties extended by it, its subcontractors or agents to any customer shall be its sole responsibility.

II. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Company and its agents, employees and affiliates and any financing entities participating in a Program against any and all liability, suits, damages, claims and costs, including, but not limited to, reasonable attorneys’ fees, arising in whole or in part, from the actions or inactions (including, but not limited to, any breach of this Agreement) by the Contractor or its officers, agents, employees or subcontractors. Contractor’s obligation to indemnify, defend and hold harmless shall survive the termination or expiration of this Agreement.

In the event that the Contractor enters into an agreement with subcontractors or agents (or otherwise retains a subcontractor or agent) the agreement with each subcontractor or agent must (i) as set out above, provide for the indemnification and defense of the Company, its agents, employees and affiliates and any financing entity involved with a Program to the fullest extent permitted by law, and (ii) bind the subcontractor/agent to the terms and conditions of this Agreement. Even if an agent or subcontractor performs Services, the Company shall have, to the fullest extent permitted by law, full recourse against the Contractor for any subcontractor or agent breach or required indemnification or defense.

III. INDEPENDENT CONTRACTOR

The Contractor and all of its employees, officers, subcontractors and agents shall furnish Services under any Program as independent contractors and not as an employee or agent of the Company. Contractor its subcontractors and agents have no power or authority to act for, represent or bind the Company in any manner.

IV. TERM/TERMINATION

This Agreement shall be effective as of the date first written above and shall terminate on March 31, 2006. Contractor agrees that the Company shall have the sole discretion with regard to: (i) Contractor admittance into any Program and; (ii) termination of participation therein (and all associated benefits) upon providing Contractor with written notice as Company may elect without further recourse by Contractor or liability of the Company. Upon providing the Contractor notice, Company reserves the right to modify or terminate a Program to whatever extent it may deem appropriate at any time without further recourse by the Contractor or liability of the Company.

V. OTHER IMPORTANT PROVISIONS

Contractor hereby authorizes the Company at anytime during the term of this Agreement to obtain Contractor’s complete credit histories and reviews. Without limiting the Company’s rights under Section IV, the parties agree that this Agreement may only be amended by a written instrument signed by an authorized representative of the Contractor and the Company. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. The courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction to hear any dispute or controversy concerning or arising from this Agreement. In the event of any litigation resulting herefrom, the prevailing party shall be entitled to reasonable attorneys’ fees and costs.

This document constitutes the entire Agreement between the Company and the Contractor concerning the subject matter hereof. All Appendices and other documents referenced herein are an integral part of this Agreement. This Agreement replaces any previous agreements between the Company and Contractor with regard to any Program; provided, however, each of the party’s obligations with respect to any Services/work undertaken prior to the date hereof shall remain in full force and effect.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signatures which the Company and Contractor agree shall be as binding as original signatures.

This Agreement shall not be interpreted either more or less favorably toward any party by virtue of the fact that such party or its counsel was responsible or principally responsible for the drafting of all or a portion hereof. Captions and headings are for convenience only and shall not affect the interpretation hereof.

No assignment or delegation of this Agreement shall be valid without the prior written consent of the Company and the Contractor; however, the Company may assign this Agreement to any of its corporate affiliates without Contractor’s consent.

Waiver by the Company or the Contractor, in any one or more instances, of any term, condition, or provision of this Agreement shall not be considered a waiver of such provision(s) in the future or any other term, condition, or provision.

IN WITNESS WHERE OF, the Parties have executed this Agreement as a contract under seal, by and through their respective duly authorized representatives, as of the effective date first above written.

| | |
|--------------|---------------------------------------|
| CONTRACTOR | BAY STATE GAS/NORTHERN UTILITIES, INC |
| BY: | |
| BY: | |
| ITS: | |
| ITS: | |
| FEIN# OR SS# | |

APPENDIX A

A

LIST THE PRODUCTS(S)/SERVICE(S) YOU PROVIDE:

CHECK THE TYPE OF CUSTOMER(S) YOU SERVE: ☐ RESIDENTIAL ☐ COMMERCIAL ☐ BOTH RESIDENTIAL & COMMERCIAL

B

LIST NUMBER OF: LAWSUITS, BETTER BUSINESS BUREAU COMPLAINTS OR ATTORNEY GENERAL INQUIRIES WITHIN THE LAST FIVE (5) YEARS RELATED TO YOUR BUSINESS:

NUMBER OF THESE MATTERS STILL PENDING:

RESULT OF EACH SUIT, COMPLAINT OR INQUIRY (ATTACH SEPARATE SHEET, IF NEEDED).

C

YEARS IN BUSINESS:

Bay State Gas/Northern Utilities Contractor Referral Program Enrollment Form

Join the Bay State Gas/Northern Utilities 2004/2005 Contractor Referral Program for your chance to earn a cash bonus for every natural gas heating conversion completed within our service territory. Just fill out the front and back of this form and return it with the necessary information to our Contractor Coordinator by August 31, 2004

To join, you'll need to provide the following:

- Signed Participating Contractor Agreement
- Required liability, auto, and worker's compensation insurance
(refer to Participating Contractor Agreement form, Section 1, item g, for details)
- Completed Insurance Data Request form (below)
- Completed Service Territory form (reverse)
- Valid gas fitter's or plumber's license
- IRS Form W-9 or Social Security number _____ - _____ - _____
- Fax and/or answering machine telephone number () _____

Bay State Gas Company and Northern Utilities Natural Gas

Insurance Data Request Form

I hereby authorize my insurance agent(s) to disclose insurance information and provide certificates of insurance to Bay State Gas Company/Northern Utilities, Inc.

The offer shall continue to be valid until revoked.

COMPANY NAME

SIGNATURE

PRINT NAME AND TITLE

DATE



Return all required documents to:

**Contractor Coordinator
Bay State Gas/Northern Utilities
995 Belmont Street
Brockton, MA 02301**

Service Territory/Equipment Type Form

Please fill out the following information:

COMPANY NAME

ADDRESS

CITY

STATE

ZIP

CONTACT NAME

DAYTIME TELEPHONE

FAX:



Bay State Gas Company
D.T.E. 05-27
Attachment MOC-1-12 (d)

Please check the types of equipment that you install:

☐ Boiler ☐ Furnace ☐ Steam

Please indicate what types of customers you serve:

☐ Residential ☐ Small Commercial

Do you want to receive referrals for service and maintenance work?

☐ Yes ☐ No

**Please check off the cities and towns within the Service Territory
your company is able to cover.**

WESTERN MA

Cities and towns in Western Massachusetts served by Bay State Gas:

- | | | | |
|--|-------------------------------------|---------------------------------------|---|
| <input type="checkbox"/> Agawam | <input type="checkbox"/> Granby | <input type="checkbox"/> Monson | <input type="checkbox"/> Southwick |
| <input type="checkbox"/> Chicopee | <input type="checkbox"/> Hampton | <input type="checkbox"/> Northampton | <input type="checkbox"/> Springfield |
| <input type="checkbox"/> Easthampton | <input type="checkbox"/> Longmeadow | <input type="checkbox"/> Palmer | <input type="checkbox"/> West Springfield |
| <input type="checkbox"/> East Longmeadow | <input type="checkbox"/> Ludlow | <input type="checkbox"/> South Hadley | <input type="checkbox"/> Wilbraham |

MERRIMACK VALLEY

Cities and towns in the Merrimack Valley served by Bay State Gas:

- | | |
|--|--|
| <input type="checkbox"/> MASSACHUSETTS | <input type="checkbox"/> NEW HAMPSHIRE |
| • Andover | • Atkinson |
| • Lawrence | • Pelham |
| • Methuen | • Plaistow |
| • North Andover | • Salem |

SOUTHEASTERN MA

Cities and towns in Southeastern Massachusetts served by Bay State Gas:

- | | | | | | | |
|--------------------------------------|---|------------------------------------|-------------------------------------|-----------------------------------|------------------------------------|---|
| <input type="checkbox"/> Attleboro | <input type="checkbox"/> Canton | <input type="checkbox"/> Franklin | <input type="checkbox"/> Mansfield | <input type="checkbox"/> Norfolk | <input type="checkbox"/> Raynham | <input type="checkbox"/> Taunton |
| <input type="checkbox"/> Avon | <input type="checkbox"/> Dighton | <input type="checkbox"/> Halifax | <input type="checkbox"/> Marshfield | <input type="checkbox"/> Norton | <input type="checkbox"/> Rehoboth | <input type="checkbox"/> Walpole |
| <input type="checkbox"/> Bellingham | <input type="checkbox"/> Duxbury | <input type="checkbox"/> Hanover | <input type="checkbox"/> Medfield | <input type="checkbox"/> Norwell | <input type="checkbox"/> Scituate | <input type="checkbox"/> W. Bridgewater |
| <input type="checkbox"/> Berkley | <input type="checkbox"/> E. Bridgewater | <input type="checkbox"/> Hanson | <input type="checkbox"/> Medway | <input type="checkbox"/> Pembroke | <input type="checkbox"/> Seekonk | <input type="checkbox"/> Wrentham |
| <input type="checkbox"/> Bridgewater | <input type="checkbox"/> Easton | <input type="checkbox"/> Holbrook | <input type="checkbox"/> Mendon | <input type="checkbox"/> Plympton | <input type="checkbox"/> Sharon | |
| <input type="checkbox"/> Brockton | <input type="checkbox"/> Foxboro | <input type="checkbox"/> Lakeville | <input type="checkbox"/> Millis | <input type="checkbox"/> Randolph | <input type="checkbox"/> Stoughton | |

NEW HAMPSHIRE

Cities and towns in New Hampshire served by Northern Utilities:

- | | | | |
|---|--|--|--------------------------------------|
| <input type="checkbox"/> Dover | <input type="checkbox"/> Gonic | <input type="checkbox"/> Madbury | <input type="checkbox"/> Rollinsford |
| <input type="checkbox"/> Durham | <input type="checkbox"/> Greenland | <input type="checkbox"/> Newington | <input type="checkbox"/> Seabrook |
| <input type="checkbox"/> East Kingston | <input type="checkbox"/> Hampton Falls | <input type="checkbox"/> North Hampton | <input type="checkbox"/> Somersworth |
| <input type="checkbox"/> East Rochester | <input type="checkbox"/> Hampton | <input type="checkbox"/> Portsmouth | <input type="checkbox"/> Stratham |
| <input type="checkbox"/> Exeter | <input type="checkbox"/> Kensington | <input type="checkbox"/> Rochester | |

MAINE

Cities and towns in Maine served by Northern Utilities:

- | | | | |
|---|--|---|------------------------------------|
| <input type="checkbox"/> Auburn | <input type="checkbox"/> Kittery | <input type="checkbox"/> Portland | <input type="checkbox"/> Wells |
| <input type="checkbox"/> Biddeford | <input type="checkbox"/> Lewiston | <input type="checkbox"/> Saco | <input type="checkbox"/> Westbrook |
| <input type="checkbox"/> Cape Elizabeth | <input type="checkbox"/> Lisbon | <input type="checkbox"/> Sanford | |
| <input type="checkbox"/> Gorham | <input type="checkbox"/> Lisbon Falls | <input type="checkbox"/> Scarborough | |
| <input type="checkbox"/> Kennebunk | <input type="checkbox"/> North Berwick | <input type="checkbox"/> South Portland | |

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
| | | + | | | | |

or

Employer identification number
| | + | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|--|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt recipients 1 through 7 ² |

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or single-owner LLC | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Sole proprietorship or single-owner LLC | The owner ³ |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Installation Verification Form

PLEASE PRINT CLEARLY AND FILL OUT ENTIRE FORM

A. CONTRACTOR INFORMATION:

COMPANY NAME:

COMPANY ADDRESS:

CITY/TOWN: STATE: ZIP CODE:

()

PHONE:

B. CUSTOMER INFORMATION:

Bay State Gas Company
D.T.E. 05-27
Attachment MOC-1-12 (f)
Page 1 of 2

NAME:

INSTALLATION ADDRESS:

CITY/TOWN: STATE: ZIP CODE:

MAILING ADDRESS: (If different from installation address)

CITY/TOWN: STATE: ZIP CODE:

()

PHONE:

C. HEATING EQUIPMENT INSTALLED: (PLEASE BE SPECIFIC)

DATE INSTALLED:

MANUFACTURER:

MODEL #:

BTU INPUT:

EQUIPMENT AFUE RATING: EQUIPMENT SERIAL #

HEATING FUEL REPLACED: ☐ OIL ☐ ELECTRIC ☐ PROPANE GAS

D. CONTRACTOR VERIFICATION SIGNATURE:

I certify that I have installed the heating system described on this form at the address indicated. I also certify that the equipment has been installed in accordance with all manufacturer's guidelines and state and local code recommendations.

SIGNED:

INSTALLATION CONTRACTOR

DATE:



Bay State Gas Company
P.O. Box 508
Attachment WOC-13-2 (f)
Page 2 of 2
**NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES**



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 82 PORTSMOUTH NH

POSTAGE WILL BE PAID BY ADDRESSEE

BAY STATE GAS
ENERGY PRODUCTS & SERVICES
325 WEST RD
P O BOX 508
PORTSMOUTH NH 03802-9886



October 15, 2004

«FirstName» «MI» «LastName» «Suffix»
«Company_Name»
«Address1»
«Address2»
«City», «State» «Zip»

Dear Contractor,

Just a reminder, time is running out for you to join the Bay State Gas/ Northern Utilities 2004/2005 Contractor Referral Program. If you haven't filled out your Enrollment Package please do so today and return it to us.

Since you participated in last year's program, you are aware of the benefits for qualified contractors. These benefits include cash bonuses for heating system conversions to natural gas within our service territory, the opportunity to receive referrals for service and maintenance work, and the ability to offer gas customers our exclusive financing program for select home energy improvements.

If you have any questions please feel free to call my office at 1-800-698-0940, extension 1364. We look forward to having you join our team of qualified plumbing and heating contractors for the upcoming program year.

Please return all required documents to:
Contractor Coordinator
Bay State Gas/Northern Utilities
995 Belmont Street
Brockton, MA 02301

Sincerely,

Fran Corkery
Manager, Technical Services

October 29, 2004

«FirstName» «MI» «LastName» «Suffix»
«Company_Name»
«Address1 »
«Address2»
«City», «State» «Zip»

Dear Contractor:

Thank you for joining the Bay State Gas / Northern Utilities Natural Gas 2004/2005 Participating Plumbing and Heating Contractor Program. We hope to make this program year as exciting and rewarding as previous years for both our new contractors and old friends. We will continue to offer a \$50.00 conversion bonus and make our financing program available to only our program participants.

So you don't miss out on this year's program, please forward the following paperwork to us: **«Missing Forms»**. This information was missing from your 2004/2005 application and is needed to finalize your enrollment. If you have any questions, please contact Marie Hicks at 508-580-0100, extension 1313. Insurance certificates and other enrollment forms may be faxed to (508) 583-9079.

Finally, a new "Installation Verification Form" will be used this year. This yellow card is the only form we will be accepting. Please be sure to use this card to receive your conversion bonus rewards. We have enclosed a couple of yellow cards to get you started; if you need additional cards just call us toll free at 1-877-GAS-IS-IT (1-877-427-4748).

Once again, we thank you for expressing an interest in our 2004/2005 Participating Plumbing & Heating Contractor Program and look forward to working with you throughout the year.

Sincerely,

Francis X. Corkery
Manager, Energy Products & Services

October 29, 2004

«FirstName» «MI» «LastName» «Suffix»
«Company_Name»
«Address1»
«Address2»
«City», «State» «Zip»

Dear Contractor:

Thank you for joining the Bay State Gas / Northern Utilities Natural Gas 2004/2005 Participating Plumbing and Heating Contractor Program. We hope to make this program year as exciting and rewarding as previous years for both our new participants and old friends. We will continue to offer a \$50.00 conversion bonus and make our financing program available to only our program participants.

A new "Installation Verification Form" will be used this year. This yellow card is the only form we will be accepting. Please be sure to use this card to receive your conversion bonus rewards. We have enclosed a couple of cards to get you started; if you need additional cards just call us toll free at 1-877-GAS-IS-IT (1-877-427-4748).

Once again, we thank you for being part of our 2004/2005 Participating Plumbing & Heating Contractor Program and look forward to working with you throughout the year.

Sincerely,

Francis X. Corkery
Manager, Energy Products & Services



Important Notice

To: All Participating Plumbing & Heating Contractors
From: Bay State Gas / Northern Utilities Natural Gas
Re: 2003 - 2004 Participating Contractor Program

Thank you for taking part in our Bay State Gas / Northern Utilities Natural Gas, 2003 - 2004 Participating Plumbing & Heating Contractor Program. We hope you enjoyed our working relationship and will continue to work with us during the next program year.

This notice is to inform you that the current program year ends August 31, 2004. In order to receive credit for your 2003 - 2004 natural gas conversion bonus (\$50.00), we will need all Installation Verification Forms (green cards) in our hands by September 18, 2004. This will allow us time to process your checks and get them back in the mail to you by the end of October. If you need additional green cards please call my office at (508) 580-0100, ext. 1313.

We thank you for your attention to these details and for supporting the Participating Contractor Program. Look for our 2004 - 2005 Participating Contractor mailing coming soon. Bay State Gas / Northern Utilities Natural Gas looks forward to working with you once again.

Sincerely,

Contractor Coordinator

October 29, 2004

«Name»
«Contractor»
«Address»
«Town», «State» «Zip»

Dear Contractor:

Thank you for being part of the Bay State Gas / Northern Utilities Natural Gas 2003/2004 Participating Plumbing and Heating Contractor Program, we hope you had an active and rewarding year.

Enclosed is your bonus reward check for the natural gas conversions you reported this past year. Your efforts, along with those of your fellow participating contractors, made the 2003/2004 program year a successful one for Bay State Gas and Northern Utilities. We appreciate your commitment to natural gas and trust you'll continue working with us to promote the clean, safe, reliable advantages of natural gas.

Once again, we thank you for joining our 2003/2004 Participating Plumbing & Heating Contractor Program and look forward to working with you in the future.

Sincerely,

Contractor Coordinator

The Builder & Developer Guide to Natural Gas Service





Welcome

We at Bay State Gas and Northern Utilities are pleased that you have selected natural gas for your upcoming project. The clean, safe, and versatile benefits of natural gas make it a logical choice for all your energy needs. We are confident that this decision will help increase the value and marketability of your new homes/units.

We look forward to working with you and are providing you these guidelines for connecting to natural gas service. By closely following them, the natural gas connection process will be completed on time and hassle free.

1 Builder/Developer Responsibilities

As the Builder/Developer for the project, it is your responsibility to ensure that all documentation provided to Bay State Gas/Northern Utilities (the Company) is current and accurate. If you change any information you initially provide us, it may affect our agreement. Changes such as site plan alterations, number of homes/units, square footage, or the equipment to be installed can have an impact on our engineering estimates (service/meter size and pressure), construction estimates, and financial analysis, and should therefore be communicated to the Company as soon as possible.

If changes are not communicated promptly, problems may occur in the field at the time of construction, which may cause delays to your project.

2 Builder/Developer Agreement

The enclosed *Builder/Developer, Agreement for Installation of Gas Main or Services*, addresses the responsibilities and requirements of both parties. Please be sure to review this document and ensure its accuracy. This Agreement recaps the information you provided the Company specific to your project.

In particular, you agree to install the end uses for the total number of homes/units you provided us during the interview process. These homes/units will require the installation of a natural gas service(s) and meter(s) as specified in the Agreement. In addition, the time frame for the build-out period specified must be adhered to for you to meet your financial obligation to Bay State Gas/Northern Utilities.

This Agreement also addresses what you can expect from us. In most cases, we require you to provide all trenching for the installation of the natural gas main and services within the project. The Company is responsible for trenching in the public right-of-way to get to your project. In both cases, the Company is responsible for installing the main and service lines.

3 Scheduling the Main Installation

Please call our office at **1-877-GAS-IS-IT (1-877-427-4748)** at least 1 to 2 weeks before you begin to dig the trench for the main. We will schedule a mandatory pre-inspection meeting and tentatively specify the installation date.

On the installation date, the trench must meet the proper depth requirements and a 4" sand pad must be spread along the bottom of the trench. Once the main gas line is installed, we require the entire trench to be completely backfilled with a minimum 6" of sand over the top of the main and warning tape 1 foot below grade. The backfilling process must be completed according to Company specifications before we will activate the line.

continues on back

continued from front

Please reference the [Operating and Maintenance Procedures in the Excavation for Natural Gas Mains and Services](#) information sheet included. This document provides a detailed description and diagrams of the Company's trench, padding, and backfilling procedures for mains, services, and sleeves.

4 Scheduling the Service Installation

When you are ready for the installation of natural gas service to the individual homes/buildings within your project, you will need to complete a [New Gas Service Installation Form](#) for each service line to be installed. We have enclosed our [New Gas Service Installation Guidelines](#) document for your reference and review.

This document includes a sample installation form and instructions for completion. In addition, you'll need to review the [Natural Gas Meter Placement](#) info sheet enclosed at this time. Properly siting the location of the gas meter is a necessary part of the process and requires some planning.

For each and every service, you must include all the information required on the form with a detailed drawing and fax it to Bay State Gas/Northern Utilities at [603-436-9473](tel:603-436-9473). The Company will not accept applications for new services unless the foundation is in and backfilled to final grade. We will contact you to schedule the new service installation within 6 weeks of receipt of the fax. If this schedule does not meet your needs, the Company will make every effort to accommodate you, however during peak season this may not be possible. We typically do not install services in the winter months, January-March.

On the installation date, be sure the trench depth is 30" below final grade and a 4" sand pad must be spread along the bottom of the trench. In order for Bay State Gas/Northern Utilities to activate the service line, we require the entire trench to be completely backfilled with a minimum 6" of sand over the top of the main and warning tape 1 foot below grade. Please reference the [Operating and Maintenance Procedures in the Excavation for Natural Gas Mains and Services](#) information sheet included.

5 Scheduling the Meter Installation

Installing the new gas meter takes place at the very end of the process. Normally, it takes three business days for completion of a new meter installation so please plan accordingly.

Please review the [Requesting a New Gas Meter](#) information sheet before requesting a gas meter. Once we install the meter, we will turn on the gas and light the pilots on the appliances. Call our customer service center at [1-800-677-5052](tel:1-800-677-5052) to schedule the meter installation.



Excavation for Natural Gas Mains and Services

Bay State Gas & Northern Utilities
Operating and Maintenance Procedures



Trench, Padding & Backfilling Procedure for Mains

Procedure 4.05

General

Install mains with a minimum of 36" of cover. Exceptions may be made within state and federal codes with the **prior approval** of the division Operations Manager. Install plastic pipe with slack so external loading or thermal contraction will not place unnecessary stress on the pipe or joints.

In cases where a stopper fitting or other new material is added to an older main such that the main has less than 24" of cover (or 36" of cover in a Massachusetts state road), the Company or contractor should provide permanent protection such as concrete. Whenever a main will be installed with less than 24" of cover, notify the Operations Manager or his/her designee so that they can request approval from the Department of Public Utilities.

Procedure - See figure 1

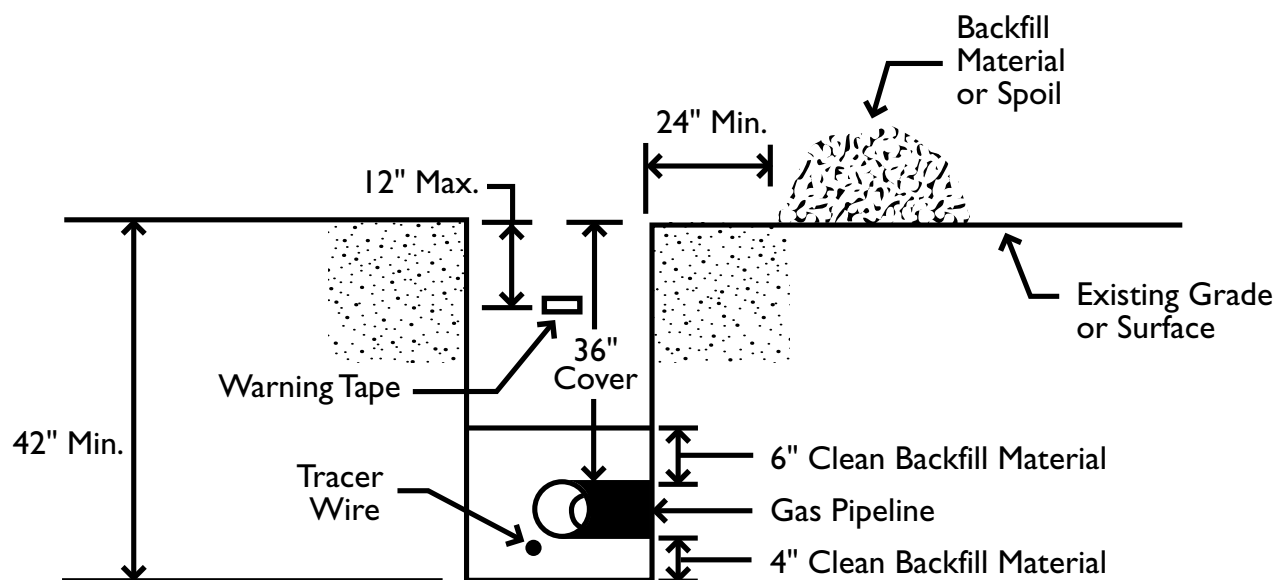
- ✓ Remove all excess water from the trench with pumps or equivalent.
- ✓ Place a layer of sand 4" deep in trench bottom before laying the pipe in the trench. The Operations Manager or Company field representative may allow use of clean fill material* instead of sand provided it is clean and free of any objects that may impinge on the pipe.
- ✓ For plastic pipe, install number 12 AWG solid copper wire (tracer wire) with yellow insulating jacket along the length of the main. Keep the tracer wire at least 4" away from the plastic pipe. This wire is used to locate the pipe. If the installation is trenchless, tracer wire may be less than 4" away from the plastic pipe.
- ✓ Place a minimum of 6" of sand over the pipe. The Operations Manager or Company field representative may allow use of clean fill material* instead of sand, provided it is clean and free of any objects that may impinge on the pipe.
- ✓ Place warning tape in the trench not more than 1' below finished grade. The standard warning tape is yellow, non-detectable tape, 6" wide. No warning tape is required if pipe installation is trenchless.
- ✓ Fill the rest of the trench with clean fill material, using the spoil where suitable and acceptable. If the original spoil material is not suitable for use as a sub-grade material when restoring road surfaces, use material required by state or local agencies. Remove all excess spoil in the accepted manner.
- ✓ Properly compact the trench to insure the trench will not settle.
(See O & M Procedure 10.03 for a description of suitable materials for pipe bedding and final backfill.).

Trench, Padding & Backfilling Procedure for Mains

Procedure 4.05

continued

Trench, Padding, & Backfilling Procedure for Polyethylene Gas Mains



- ✓ Trench depth of 42 inches
- ✓ Trench padding (4 inches sand on bottom, 6 inches sand on top)
- ✓ Warning tape (1 foot below final grade)

O & M Procedure 4.05 – Figure 1

Trench, Padding & Backfilling Procedure for Services

Procedure 5.10

General

Install services with a minimum of 24" of cover. Exceptions may be made within state and federal codes with the prior approval of the Operations Manager. Install plastic pipe with slack so external loading or thermal contraction will not place unnecessary stress on the pipe or joints.

Procedure - See figure 1

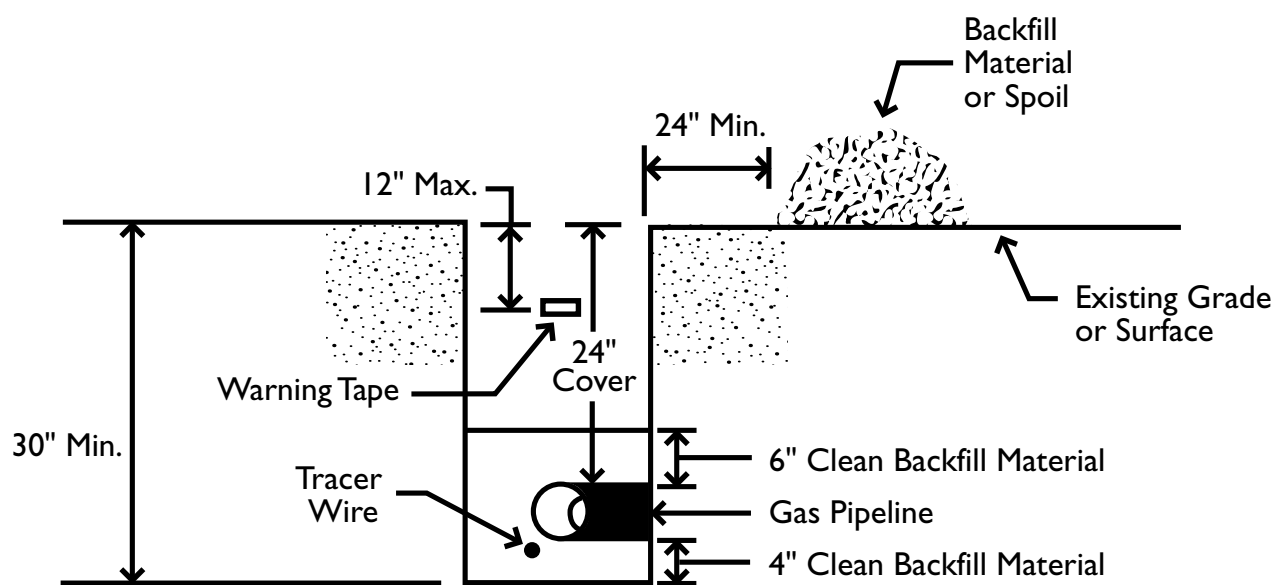
- ✓ Remove all excess water from the trench with pumps or equivalent.
- ✓ Place a layer of sand 4" deep in trench bottom before laying the pipe in the trench. The Operations Manager or Company field representative may allow use of clean fill material* instead of sand provided it is clean and free of any objects that may impinge on the pipe.
- ✓ For plastic pipe, install number 12 AWG solid copper wire (tracer wire) with yellow insulating jacket along the length of the service. This wire is used to locate the pipe. Do not physically attach the wire or allow the wire to touch the plastic pipe. Keep the tracer wire at least 4" away from the plastic pipe. If the installation is trenchless, the tracer wire may be less than 4" away from the plastic pipe.
- ✓ Place a minimum of 6" of sand over the pipe. The Operations Manager or Company field representative may allow use of clean fill material* instead of sand, provided it is clean and free of any objects that may impinge on the pipe.
- ✓ Place warning tape in the trench not more than 1' below finished grade. The standard warning tape is yellow, non-detectable tape, 6" wide.
- ✓ Fill the rest of the trench with clean fill material, using the spoil where suitable and acceptable. If the original spoil material is not suitable for use as a sub-grade material when restoring road surfaces, use material required by state or local agencies. Remove all excess spoil in the accepted manner.
- ✓ Properly compact the trench to insure the trench will not settle.
(see O&M Procedure 10.03 for a description of suitable materials for pipe bedding and final backfill).

Trench, Padding & Backfilling Procedure for Services

Procedure 5.10

continued

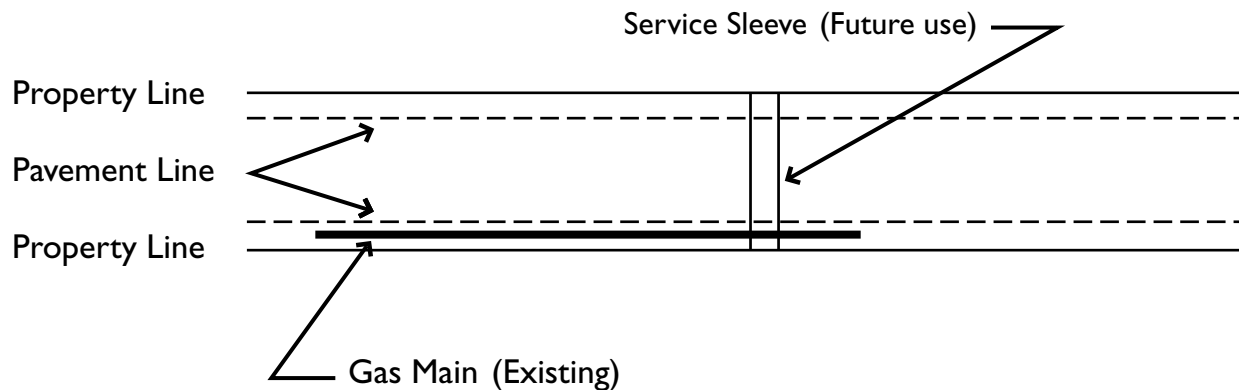
Trench Padding & Backfilling Procedure for Gas Services



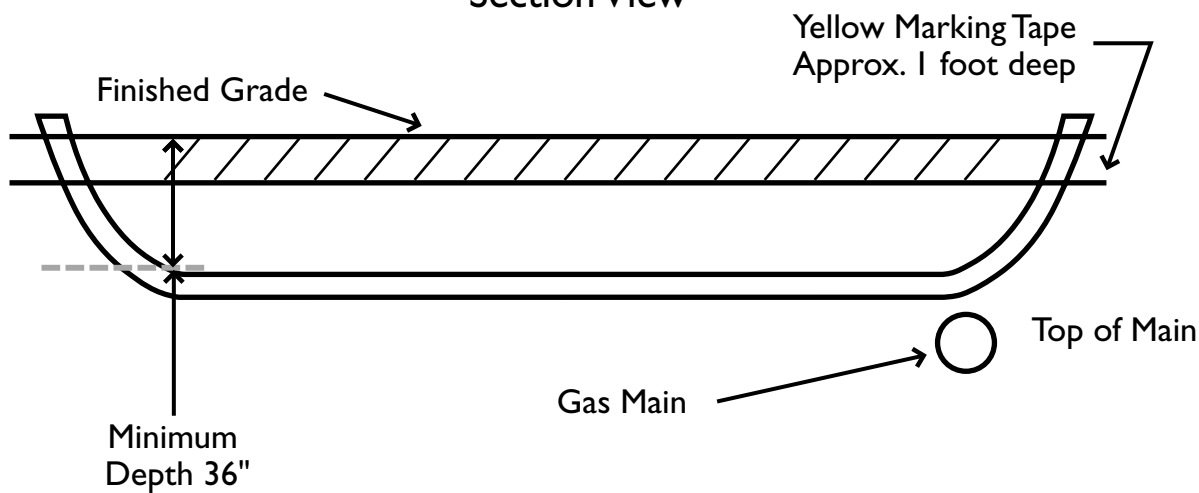
O & M Procedure 5.10 – Figure 1

Installing Service Sleeves

Plan View



Section View



Service Sleeve

Notes

- ✓ Sleeves must have 36" minimum cover at finish grade
- ✓ Sleeves will be pastic and shall be minimum 1/4" diameter
- ✓ Ends should be capped or taped to prevent soil and debris from getting in
- ✓ Sleeve terminations must be marked with stakes and labeled
- ✓ Sleeves should be installed 5 feet off water and sewer stubs

Pipe Bedding & Final Backfilling

Procedure 10.03

Material Standards

Pipe bedding and final backfilling should be carried out so that each zone indicated in Figure 1 below is in accordance with the recommendations given herein or as specified by the engineer.

Unless otherwise specified by the engineer, the haunching and initial backfilling should be performed before the leak test is completed. The backfilling should be completed following a satisfactory test. In all cases, the haunching and initial backfill material should be placed and compacted to provide support as specified by the engineer.

Soils for Pipe Bedding

To achieve a satisfactory installation of pipe, it is essential to install the pipe with bedding, haunching, and initial backfill materials (see Figure 1, below) of characteristics that provide stable and permanent support to the pipe. Soils have been grouped into five broad classes according to their suitability as bedding materials. This grouping with descriptions of soil type (GW, GP, etc.) as per ASTM D-2487, "Standard Method for Classification of Soils for Engineering Purposes," is:

Class I - Angular crushed stone, maximum size of particle, 1-1/2 inches, including materials of regional significance such as marl, coral, crushed shells, cinders, and slag.

Class II - Naturally occurring gravels and coarse sands, containing minimum fines, maximum size of particles 1-1/2 inches, and non-cohesive when wet or dry. These include soil types GW, GP, SW, and SP.

Class III - Naturally occurring fine sands, and mixtures of gravel-clay or sandy clay, including soil types GM, GC, SM, and SC.

Class IV - Very fine soils such as silt, silty-clay, lean clay, and organic clays having a liquid limit of less than 50%, including soil types ML, CL, and OL.

Other soils, such as clays of high plasticity, or having a liquid limit of more than 50%, or containing such a high organic content as soil types MH, CH, OH, or PT are not categorized by the preceding classification system as they are not recommended for bedding, haunching, or initial backfill. If their use is unavoidable, expert engineering guidance should be obtained as to how they should be used and what additional supporting structures may be required.

Class I and II materials should preferably be used for bedding (if required), haunching, and initial backfill. For 6" and smaller pipe, maximum particle size should be 1/2". Care should be taken to insure that haunching material is well placed under the haunches of the pipe and that, in the process, the pipe is not disturbed. The initial backfill should be placed in 6" layers and extend to at least 6" above the top of the pipe. Bedding materials should be compacted as specified by the design engineer.

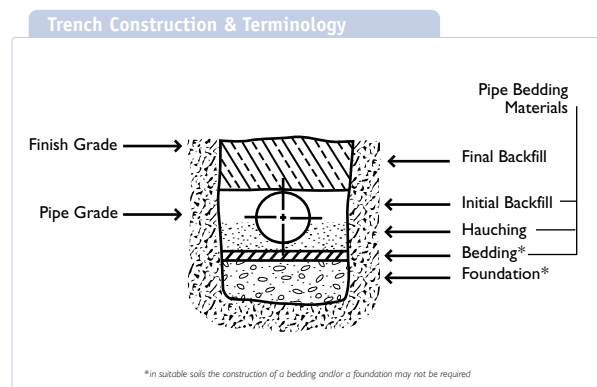
Class III materials may also be used in the bedding zone. When so used they should be compacted as specified by the engineer, which generally will be to not less than 80% Proctor density as determined by the AASHTO Method T99 for compaction and density of soils. This may normally be accomplished by walking on soil placed in 6-inch layers or by hand-tamping same with wooden tampers.

Class IV materials should be used only with the specific approval of the engineer who will determine their acceptability, depending on the ease of placement and compaction of the particular materials under consideration.

Final Backfill

General - The final backfill, unless otherwise specified, may consist of the excavated material provided it is free of unsuitable matter, such as lumps of clay, stones, construction debris, boulders, (stones over 8 inches in their longest dimension) and frozen clods.

Final Backfill Under Roads - Trenches in the right-of-way of a road should be backfilled to finished grade with an approved granular material to a compaction density of 95% or as specified by the engineer.



O & M Procedure 10.03 – Figure 1



Retail Services
325 West Road
Portsmouth, NH 03801
1-877-427-4748

New Gas Service Installation Guidelines

Bay State Gas and Northern Utilities are pleased to have worked with hundreds of builders and developers to bring the clean comfort of natural gas to their projects.

Drawing on this experience, we have developed the following guidelines designed to help you properly complete the attached New Gas Service Installation Form.

Once a home/building in your development is ready for natural gas service, you'll need to complete a New Gas Service Installation Form for **each home/building**. After accurately completing the form, you can be confident that your gas service installation will be installed in a timely fashion.

Please note: we will not process this request until the foundation is in and backfilled to final grade. When these requirements are met, please fax the completed form to Bay State Gas/Northern Utilities at **603-436-9473**.

Please follow these guidelines to ensure successful installation.

- ✓ Please accurately complete all necessary information and draw a sketch on the enclosed blank form indicating the proposed location of the new gas service, and clearly identify other underground utilities, septic system, and sprinkler system. We have also included a SAMPLE form on the back of this sheet for your reference. You must provide all information before the gas service can be scheduled for installation.
- ✓ When choosing the meter location and gas service route, please keep in mind the following:
 - ✓ The meter should be located within 10 feet of the front corner of your home.
 - ✓ We cannot cross a septic system.
 - ✓ We are able to cross underground electric and water services, but must have the locations identified.
 - ✓ Be sure you also identify your underground sprinkler system, if applicable.
 - ✓ There must be a three-foot clearance from the gas meter to any door or window openings, vents, electric meter, and any other sources of ignition. Greater clearances may be needed for some equipment. Check with your gas equipment installer for details.
 - ✓ Please review the enclosed "Natural Gas Meter Placement" information sheet and discuss the meter location with your gas equipment installer. This will reduce the likelihood of error and the additional cost you may incur to relocate the service after it has been installed.
- ✓ Meter and service sizes are determined by the BTU input information you provide. The BTU input of an appliance is usually found on a plate affixed to the appliance. Your installation contractor should also be able to provide you with this information.

Thank you in advance for providing this information accurately and with your attention to detail.

If you have any questions regarding the completion of the form, please call your builder/developer representative at **1-877-427-4748**, and when prompted choose option 3.



New Gas Service Installation Form

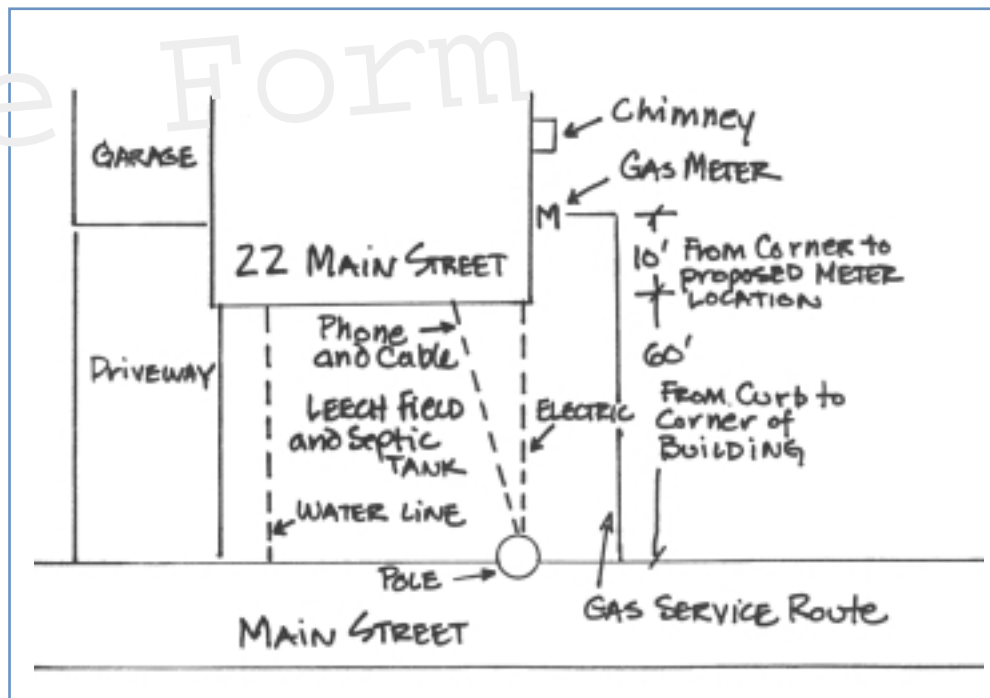
☒ The foundation must be in and backfilled before we will process this request.



Phone 1-877-427-4748
Fax 1-603-436-9473

Please include in your drawing:

- ☐ House
- ☐ Street
- ☐ Gas Service
- ☐ Water/Well
- ☐ Sewer
- ☐ Septic
- ☐ Telephone
- ☐ Electric
- ☐ Cable
- ☐ Retaining Walls
- ☐ Underground Sprinkler
- ☐ Other obstructions



Comments _____

Builder/Developer _____

Contact Name _____

Development/Project _____ Lot# _____

Service Address _____

City/Town _____ State _____ Zip _____

Mailing Address _____ E-mail address _____

Office Phone _____ Cell _____ Fax _____

Length of service to meter _____ Square footage of home/unit _____

Gas Load Input you can find this information on the plate affixed to each appliance, or by checking with your gas equipment installer.
Please enter all natural gas appliances and the total BTU input for each. This is required in order to properly size the meter and service.

| Equipment | # of units | Total BTU input |
|--------------|------------|-----------------|
| Heating | | |
| Water Heater | | |
| Range | | |
| Dryer | | |

| Equipment | # of units | Total BTU input |
|---------------|------------|-----------------|
| Pool Heater | | |
| Gas Fireplace | | |
| Other | | |
| Other | | |

New Gas Service Installation Form

Bay State Gas Company
D.T.E. 05-27
Attachment MOC-1-12 (p)
Page 1 of 1



The foundation must be in and backfilled before we will process this request.



Phone 1-877-427-4748
Fax 1-603-436-9473

Please include in your drawing:

- ☐ House
- ☐ Street
- ☐ Gas Service
- ☐ Water/Well
- ☐ Sewer
- ☐ Septic
- ☐ Telephone
- ☐ Electric
- ☐ Cable
- ☐ Retaining Walls
- ☐ Underground Sprinkler
- ☐ Other obstructions

Comments _____

Builder/Developer _____

Contact Name _____

Development/Project _____ Lot# _____

Service Address _____

City/Town _____ State _____ Zip _____

Mailing Address _____ E-mail address _____

Office Phone _____ Cell _____ Fax _____

Length of service to meter _____ Square footage of home/unit _____

Gas Load Input you can find this information on the plate affixed to each appliance, or by checking with your gas equipment installer.

Please enter all natural gas appliances and the total BTU input for each. This is required in order to properly size the meter and service.

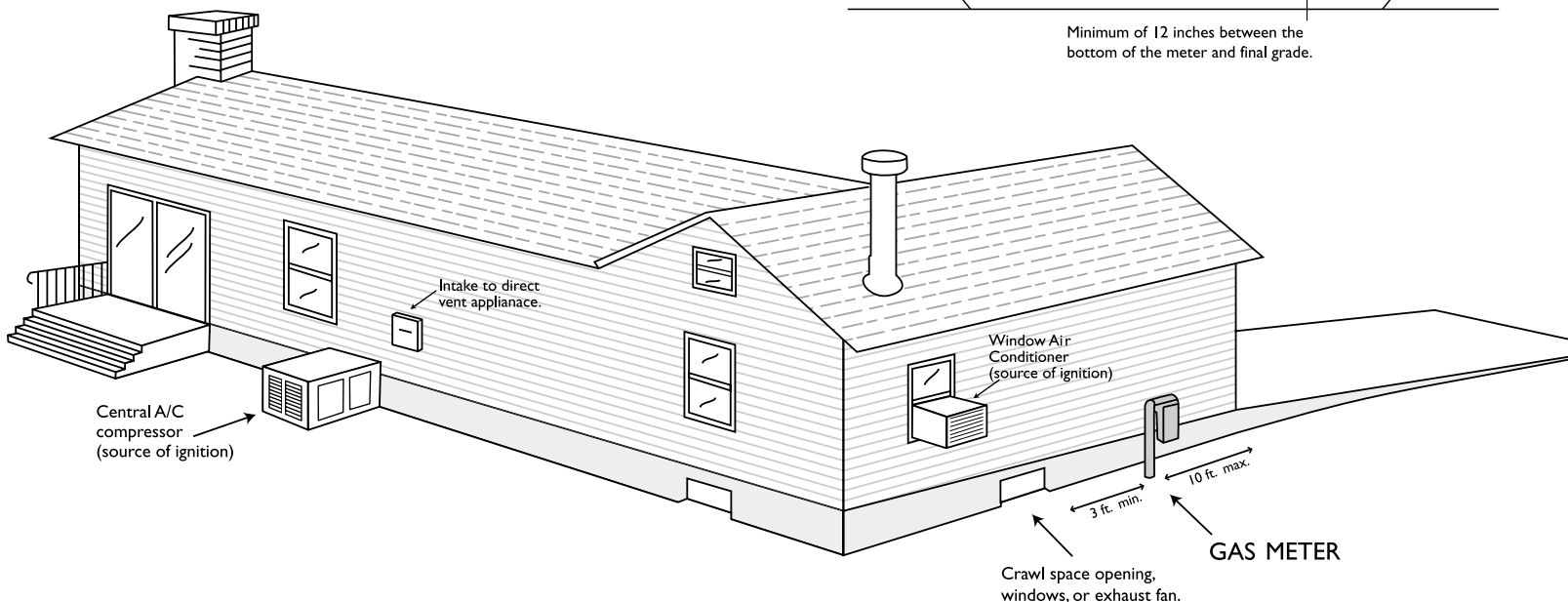
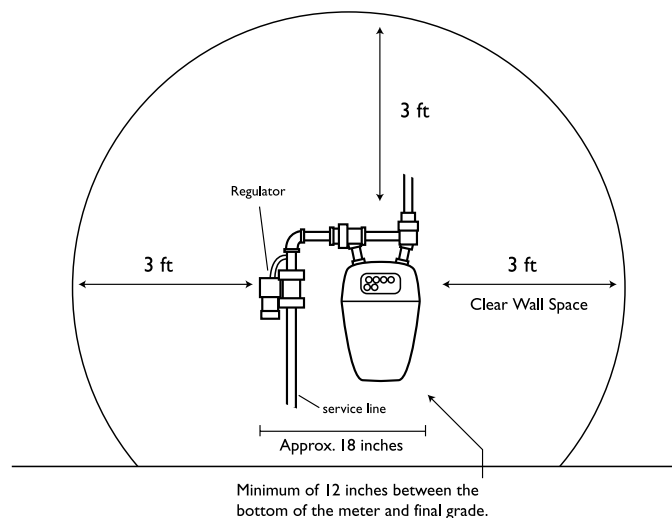
| Equipment | # of units | Total BTU input |
|--------------|------------|-----------------|
| Heating | | |
| Water Heater | | |
| Range | | |
| Dryer | | |

| Equipment | # of units | Total BTU input |
|---------------|------------|-----------------|
| Pool Heater | | |
| Gas Fireplace | | |
| Other | | |
| Other | | |

Natural Gas Meter Placement

When planning for the location of your new natural gas meter, please note meters must be a minimum of **3 feet away** from:

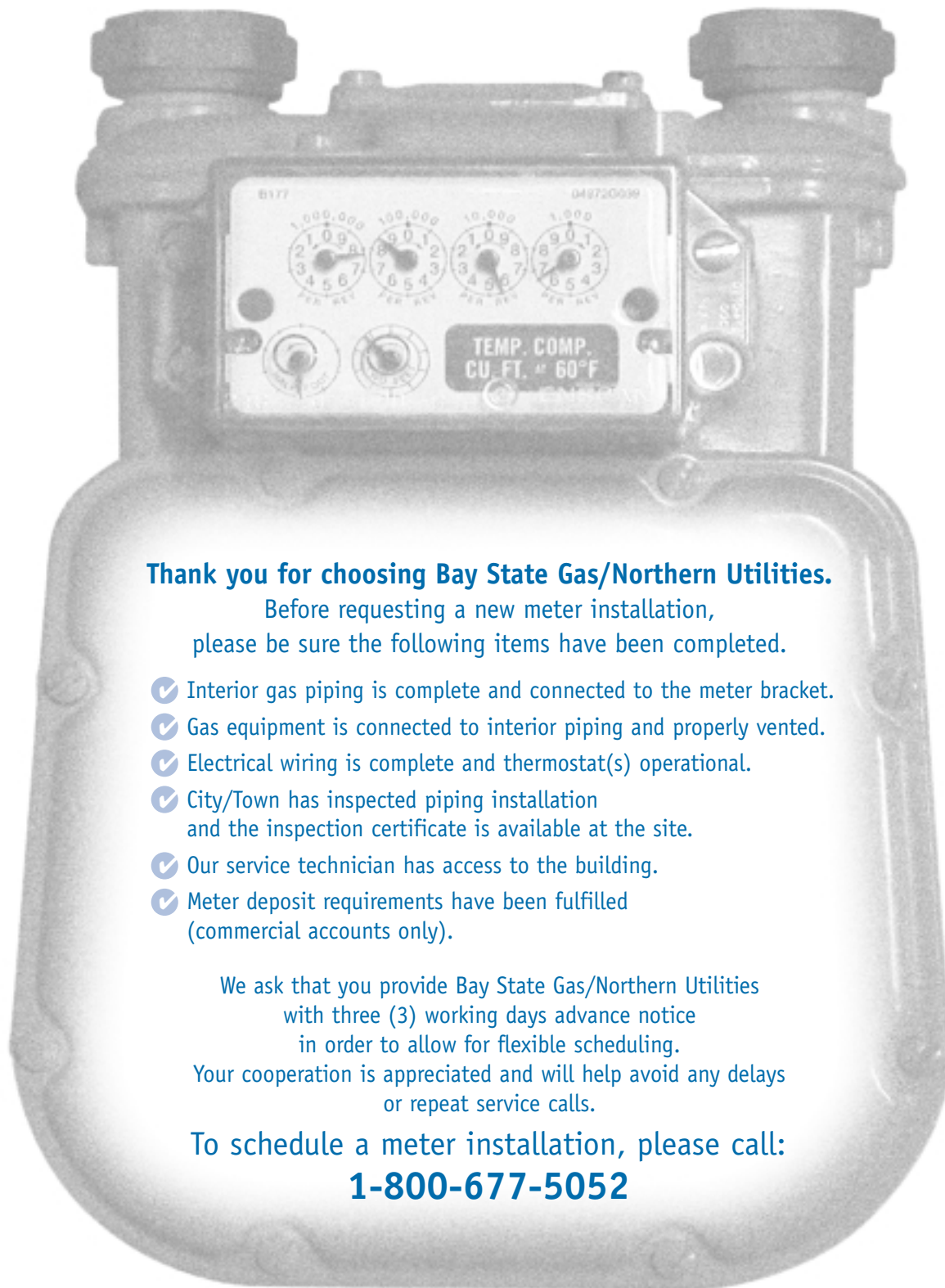
- ✓ Any venting (heating systems, dryers, central vacuums, etc.)
- ✓ Any intakes
- ✓ Windows (including basements)
- ✓ Doors (including bulkheads)
- ✓ Any source of ignition
 - ✓ Electrical outlets
 - ✓ Electrical meters
 - ✓ Central A/C compressor
 - ✓ Window air conditioners



Local codes or manufacturers requirements may exceed 3 feet.
Please check with your gas equipment installer for details

Requesting a New Gas Meter

Bay State Gas Company
D.T.E. 05-27
Attachment MOC-1-12 (r)



Thank you for choosing Bay State Gas/Northern Utilities.

Before requesting a new meter installation,
please be sure the following items have been completed.

- ✓ Interior gas piping is complete and connected to the meter bracket.
- ✓ Gas equipment is connected to interior piping and properly vented.
- ✓ Electrical wiring is complete and thermostat(s) operational.
- ✓ City/Town has inspected piping installation
and the inspection certificate is available at the site.
- ✓ Our service technician has access to the building.
- ✓ Meter deposit requirements have been fulfilled
(commercial accounts only).

We ask that you provide Bay State Gas/Northern Utilities
with three (3) working days advance notice
in order to allow for flexible scheduling.
Your cooperation is appreciated and will help avoid any delays
or repeat service calls.

To schedule a meter installation, please call:
1-800-677-5052

Bay State Water Heater Contractor Agreement

This Agreement is entered into and effective as of the _____ day of _____, 20__ between Bay State Gas Company, Inc. (the "Company"), and (the "Contractor"). In consideration of the mutual benefits to be derived from the participation in various Company developed programs relating to natural gas water heaters, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Company and Contractor agree as follows:

Contractor: _____
Contact Person: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone #: _____ Fax: _____

I. Company Programs

The Company has developed and may from time to time develop various natural gas equipment related programs within its territory ("Programs") in which the Contractor may or may not participate. All such Programs and the Contractor's participation therein shall be governed by the terms hereof. Currently, the Contractor desires to participate in Programs described in **Exhibits A and B**. Also set out in each such Exhibit are the applicable fee schedules identifying the fees payable under each Program. Such fees are based upon the nature of Services provided and when and where the Services are provided, see appropriate Exhibit. "Services" means all administrative, rental or sales activities or any services or work, including, but not limited to, activities relating to the removal, disposal, installation or repair of equipment, performed by the Contractor or its subcontractors or agents under any Company Program. Company may off-set, withhold or decline payment, in whole or in part, on any Contractor invoice (whether or not related to Services performed pursuant to this Agreement) to protect the Company or an affiliate from any, direct or indirect, potential or actual loss arising from Contractor's or its agents, employees or subcontractors actions or inactions or breach hereof. Upon providing the Contractor with written notice, the Company reserves the right to modify or terminate a Program to whatever extent it may deem appropriate, at any time, without further recourse on the part of the Contractor or liability of the Company. The Company is not contracting with the Contractor on an exclusive basis for Services.

II. Contractor Warranties, Representations and Covenants

(a) The Contractor, its subcontractors and agents are professionals qualified to perform and shall perform Services under any Program in accordance with the requirements of this Agreement and such Program(s). Contractor shall adhere to the highest professional and ethical standards and shall use the utmost professionalism and integrity when dealing with the Company's customers.

(b) The Contractor and its subcontractors and agents in their performance hereunder shall at all times comply with all current and future, laws, licensing and permitting requirements, ordinances, codes, rules, regulations and orders relating to their performance under this Agreement and perform all Services under any Program in a good and workmanlike manner (free of defects in workmanship, design and materials) and in accordance with industry norms and practices and shall install/remove all equipment in accordance with manufacturer's specifications. Without limiting the foregoing, the Contractor for itself, and its subcontractors and agents, shall comply with all applicable federal, state, and local anti-discrimination, hazardous materials, and health and safety laws, rules and regulations.

(c) The Contractor and its subcontractors and agents shall obtain, pay for, possess and post all licenses and permits necessary to perform Services.

(d) Any Services performed by the Contractor, its subcontractors or agents that violate any applicable law, licensing or permitting requirement, ordinance, code, rule, regulation, or industry norm or practice shall be promptly repaired and remedied at no cost to the Company or the Customer. Any fees, fines, penalties, or damages which result from or relate to the Contractor's or its subcontractors or agents failure to perform in accordance with the provisions of this Agreement will be promptly paid in full without liability to the Company or Customer.

(e) Contractor is responsible for providing or obtaining all necessary supervision, inspections, installation equipment, labor, materials and tools with respect to the Services.

(f) Contractor, its subcontractors and agents shall purchase and maintain a minimum of: (i) \$1,000,000 (one million dollars) of general commercial liability (including completed operations and contractual liability) insurance per occurrence, such policy shall be Occurrence Type (versus claims-made) policy; (ii) \$1,000,000 (one million dollars) of general automobile liability insurance on any vehicles used to provide Service; (iii) \$1,000,000 (one million dollars) general liability umbrella/excess coverage; and (iv) statutory Workmen's Compensation insurance. Every contract of insurance providing the coverage required in this provision shall contain the following or equivalent clause: "No reduction, cancellation or expiration of the policy shall be effective until thirty (30) days from the date written notice thereof is actually received by Bay State Gas Company." Upon receipt of any notice of reduction, cancellation or expiration, the Contractor shall immediately notify the Company. The Company and its parent company shall be named as an additional insureds on the policies (other than Worker's Compensation) described above. Contractor's insurance shall be primary and noncontributory to any insurance coverage carried by or for the benefit of the Company or its parent. The Company shall be promptly notified of any claims relating to the Services performed under any Program. Upon execution hereof, the Contractor shall furnish to the Company certificates of insurance and/or policy endorsements evidencing the insurance requirements hereof. Contractor shall maintain same for at least three (3) years from the termination or expiration of this Agreement.

(h) Contractor warrants and covenants that the Contractor biographical information set out in Appendix 1 is true, complete and correct.

(i) Contractor shall work to promptly resolve all Customer complaints regarding Services and take corrective action as may be reasonable. Contractor shall adhere to guidelines/procedures on the proper use of any forms, contracts, logos or advertisements supplied by the Company, if any, relating to any Program offering.

(j) Contractor shall honor the terms of the warranty on the product(s)/Service(s) provided throughout the warranty period.

(k) Contractor shall be fully responsible for the safekeeping of any Customer property if such property is in the possession or control of the Contractor, its subcontractors or agents.

(l) Contractor agrees that any representations or warranties extended by it, its subcontractors or agents to any Customer shall be its sole responsibility.

III. Indemnification/Limitation of Liability

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Company and its directors, officers, employees, agents and affiliates and any Program

financing entities ("Indemnitees") against any and all liabilities, expenses, losses, suits, damages, claims and costs, including, but not limited to, reasonable attorneys' fees arising in whole or in part, from the actions or inactions (including, but not limited to, any breach of this Agreement) by the Contractor or its officers, agents, employees or subcontractors. Contractor's obligation to indemnify, defend and hold harmless shall survive the termination or expiration of this Agreement or any Program. In the event that the Contractor enters into an agreement with subcontractors or agents (or otherwise retains a subcontractor or agent) the agreement with each subcontractor or agent must (i) as set out above, hold harmless and provide for the indemnification and defense of the Indemnitees to the fullest extent permitted by law, and (ii) bind the subcontractor/agent to the terms and conditions of this Agreement. Even if an agent or subcontractor performs Services, the Company shall have, to the fullest extent permitted by law, full recourse against the Contractor for any subcontractor or agent breach or required indemnification or defense.

To the extent permitted by law, Contractor expressly (i) waives the benefit, for itself and all subcontractors and agents, insofar as the indemnification of the Indemnitees are concerned, of the provisions of any applicable workers' compensation law limiting the tort or other liability of any employer on account of injuries to the employer's employees, and (ii) assumes liability in accordance with the requirements of this Section. Contractor waives all rights against the Indemnitees for recovery of damages to the extent these damages are covered by the automobile liability, commercial general liability, or umbrella liability insurance obtained by Contractor. The Company shall not be liable for, and Contractor expressly waives all claims for all consequential, incidental, indirect, punitive, or special damages arising out of or relating to this Agreement.

IV. Independent Contractor

The Contractor and all of its employees, officers, subcontractors and agents shall furnish Services under any Program as independent contractors and not as an employee or agent of the Company. Contractor shall be responsible for payment of the benefits and entire compensation of each of the Contractor's employees, agents and subcontractors. Contractor its employees, officers, subcontractors and agents have no power or authority to act for, represent or bind the Company in any manner except as may be expressly permitted, in writing, by an authorized representative of the Company. Contractor is not authorized to use the Company's name or logo.

V. Term/Termination

A. This Agreement shall become effective as of the date first written above and shall remain in effect for three (3) years from such date. Contractor agrees that Company shall have the sole discretion with regard to (i) Contractor admittance or continued participation in any Program; and (ii) termination of this Agreement (and all associated benefits). If Contractor breaches any term of this Agreement, makes a general assignment for the benefit of creditors, or a receiver is appointed for Contractor, Contractor shall be in default of this Agreement. Upon Contractor's default, Company, without limiting or waiving any other rights or remedies it may have, may immediately do any or all of the following: (a) terminate this Agreement; (b) take possession of all Contractor's materials and equipment at a customer site and finish the Service; (c) withhold from Contractor payments equal to one hundred fifty percent (150%) of the amount Company estimates it has been damaged or will be damaged by Contractor's default; or, (d) seek from Contractor monetary damages for the Service performed to compensate Company for damages it sustained from Contractor's default. Company shall be entitled to collect its reasonable attorneys' fees and costs, including expert and consulting fees, incurred in enforcing any term of this Agreement, including, without limitation, participation in any settlement discussions, alternative dispute resolution processes or litigation.

Without limiting any other rights or remedies the Company may have, this Agreement may be terminated by Company without cause, immediately upon providing written notice to Contractor, in which event Company shall pay Contractor for that portion of any Services that have been completed to date less any back charges, withholding or setoff permitted hereunder for actual or potential damages, losses or expenses, which amounts shall be determined by Company in its reasonable judgment.

In no event shall Company be responsible for termination expenses, for overhead costs associated with Services not performed by Contractor, for any profits Contractor would have earned if it had completed the Services, or for any special, consequential, incidental, or indirect damages.

VI. Notices

Any notices required by this Agreement or by law shall be in writing and addressed to the respective parties: Company—see below; Contractor see first page hereof. Notices shall be properly served if sent via overnight mail, certified mail, postage prepaid return receipt requested, or by facsimile. Notices shall be effective upon receipt or refusal to accept. Receipt of facsimile notices must be confirmed by sender and followed-up with copy sent by U.S. mail. Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

If to Company:

Bay State Gas Company
300 Friberg Parkway
Westborough, MA 01581
Attention: V.P. Operational Services
FAX No: 508-836-7075

With a copy to:

Bay State Gas Company
c/o Northern Utilities
325 West Road
Portsmouth, NH 03801
Attn: Manager EP&S Business Center
FAX No: 603-422-6303

VII. Other Important Provisions

Contractor hereby authorizes the Company at anytime during the term of this Agreement to obtain Contractor's complete credit histories and reviews.

Without limiting the Company's rights under Section I regarding Company modification/termination of any Program, this Agreement may be amended or provisions waived only by a written instrument signed by an authorized representative of the Contractor and the Company. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its choice of law rules.

The courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction to hear any dispute or controversy concerning or arising from this Agreement. If any provision of this Agreement is found to be invalid, such provision shall be deemed modified so that it is no longer invalid and all of the remaining provisions of this Agreement shall nonetheless remain in full force and effect.

The following federal acquisition regulation clauses are incorporated by reference into this Agreement with the same force and affect as if they were given full text: Equal Opportunity, FAR 52.222-26 (APR 1984); Affirmative Action for Special Disabled and Vietnam Era Veterans, FAR 52.222-35 (APR 1984); Affirmative Action for Handicapped Workers, FAR 52.222-36 (APR 1984); and Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era, FAR 52.222-37 (JAN 1988).

This document constitutes the entire Agreement between the Company and the Contractor concerning Company Programs. All Exhibits and Attachments and other documents referenced herein are an integral part of this Agreement. This Agreement replaces any previous agreements between the Company and Contractor with regard to any Program; provided, however, each of the party's obligations with respect to any Services/work undertaken prior to the date hereof shall remain in full force and effect. **Preprinted standard terms and conditions on the Company's (or its affiliate's) purchase orders issued with respect to Services/work are void whenever this Agreement governs Services/work. Contractor's standard terms and conditions and any other commercial terms and conditions shown on any proposal or on any other document which may be submitted by Contractor to Company are void, unless specifically accepted in writing by an authorized representative of the Company.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signatures, which the Company and Contractor agree shall be as binding as original signatures.

This Agreement shall not be interpreted either more or less favorably toward any party by virtue of the fact that such party or its counsel was responsible or principally responsible for the drafting of all or a portion hereof. Captions and headings are for convenience only and shall not effect the interpretation hereof.

No assignment or delegation of this Agreement shall be valid without the prior written consent of the Company and the Contractor; however, the Company may assign this Agreement to any of its corporate affiliates without Contractor's consent.

Waiver by the Company or the Contractor, in any one or more instances, of any term, condition, or provision of this Agreement shall not be considered a waiver of such provisions in the future or any other term, condition, or provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as a contract under seal, by and through their respective duly authorized representatives, as of the effective date first above written.

Contractor _____

Bay State Gas Company

By: _____

By: _____

Its: _____

Its: Manager, Energy Products & Services

FEIN# OR SS#

APPENDIX 1

A. List the product(s)/service(s) you provide:

Circle the type of Customer(s) you serve:

Residential

Commercial

Both Residential and Commercial

B. List number of lawsuits, complaints or Attorney General inquiries within the last five (5) years related to your business: _____

Result of each suit, complaint or inquiry (attach separate sheet, if needed)

C. Years in business: _____

**Natural Gas Water Heater
Installation Program**

A. **Rentals** Where Contractor or Company informs its potential/current customers of the availability, terms and related conditions of the Bay State Gas Company Water Heater Rental Program and as a result of such information, Customer desires to rent a Bay State Gas Company water heater (also referred to as a "Unit") which the Contractor (also referred to as "installer") will install, the Contractor shall:

- Obtain Bay State Gas Company's credit approval, if not already approved and if necessary, obtain Customer's permission for Bay State Gas Company to run an external credit check (See Credit Report Permission form).
- Obtain Customer information, including, but not limited to SS #
- When appropriate, inform Customer of the extra costs above standard installation and
 - √ complete a quote sheet prior to installation, indicate additional charge on Lease Agreement, Section 3B.
 - √ inform Customer that they are responsible for payment of all Extras associated With the installation and obtain Customer's signature on quote sheet, and collect Payment.
 - √ Forward copy of signed quote sheet to Bay State Gas.
- Inform Customer of three (3) business day right to cancel
- As administrative representative of Company sign water heater rental contract. Make no additional warranties or representations to Customer and do not change contract terms or add to them.
- Provide Customer a properly/fully completed and signed water heater rental contract and Notice of Cancellation form (in duplicate).
- In emergency situations, obtain Customer's written waiver of Customer's right to cancel agreement within 3 business days, if installation to be completed within that time frame. Waiver must be handwritten by Customer, (See Waiver Form).
- Prepare and obtain all necessary paperwork and promptly forward to Company.

B. **Company Generated Sales** Where the Company arranges for the sale of a Unit and the Contractor performs the installation of such Unit, the Contractor shall:

- √ Obtain Customer's permission for Bay State Gas Company to run credit check, if not already approved and if necessary, obtain Customer's permission for Bay State Gas Company to run an external credit check (See Credit Report Permission form.)
- √ Obtain Customer information, including, but not limited to SS #
- When appropriate inform Customer of the extra costs above standard installation
 - √ complete a quote sheet prior to installation and indicate extra costs above Standard installation on sales contract.
 - √ inform Customer that they are responsible for payment of all Extras associated With the installation and obtain Customer signature on quote sheet, and collect Payment
 - √ Forward copy of signed quote sheet to Bay State Gas Company.
- Inform Customer of three (3) business day right to cancel

Exhibit A

- As administrative representative of Company, sign water heater sales contract. Make no additional warranties or representation to Customer and do not change contract terms or add to them.
- Provide Customer a properly/fully completed and signed water heater sales contract and Notice of Cancellation form (in duplicate).
- In emergency situations, obtain Customer's written waiver of Customer's right to cancel agreement within 3 business days, if installation to be completed within that time frame. Customer must handwrite waiver. (See Waiver Form).
- Obtain payment via check from customer for water heater, installation cost and permit fees
- Prepare and obtain all necessary paperwork and promptly forward to Company.

THE FOLLOWING PROVISIONS APPLY TO BOTH RENTALS AND SALES:

- C. Bay State Gas Company will not accept a water heater rental/sales contract for a Customer unless Bay State Gas Company has approved the Customer (who must be the owner of the property where the water heater will be installed) for credit worthiness prior to installation. If Contractor installs a water heater for a Customer who does not meet Program requirements, or for whom proper paperwork was not obtained, Bay State Gas Company has the right to recoup from the Contractor the full cost of installation and the Unit as set forth in Bay State Gas Company's standard retail rates (available upon request).
- D. Bay State Gas Company will have discretion with regard to Customer complaints, disputed items and how such disputes are resolved.
- E. Contractor shall perform all Services including, but not limited to, the installation of water heaters in accordance with all laws and regulations. Contractor shall install all water heaters on stands above the floor if doing so avoids the danger of flammable liquids or vapors, or if such danger can not be avoided, install Unit in a safe, alternative location. Perform all in-warranty labor at no cost to Bay State Gas Company within 30 days of when service was provided. All installations and resulting events (damage to home or personal injury to the Customer related to the installation, piping, and removal of a Unit) are the responsibility of the Contractor, not the Company. Bay State Gas Company is only responsible for providing the Unit.
- F. Bay State Gas Company is responsible for providing or making available Units upon reasonable notice from Contractor.
- G. Fees

For each executed Company water heater rental/sale contract (meeting all requirements under the Company's rental/sale Program and this Agreement), for which the Contractor installs a Company rental/sales Unit, the Contractor will be paid the applicable fee as set out in this Exhibit and in accordance with the terms hereof. In accordance with the terms of this Agreement, Bay State Gas Company will pay Contractor only for properly completed installations, including bonus moneys and permit fees, within 30 days of Bay State Gas Company's receipt of all required Customer information and properly completed paperwork from Contractor, provided no claims/issues relating to such installation are outstanding.

Exhibit A

- H. Upon Bay State gas Company's request and Contractor's acceptance to be on-call to perform after hours (5:00 p.m. to 8:00 a.m. Monday through Friday; anytime on Saturday, Sunday, holidays) repair an/or installation services, a fee of \$100 per week shall be paid by Bay State Gas Company for the satisfactory fulfillment of all such obligations. Where a Contractor agrees to be on-call for both repair an/or installation services for a particular week, the Contractor shall only be entitled to one \$100 on-call fee for such week.
- I. Contractor will provide the correct Unit serial number and all other information pertaining to Unit tracking requested by Bay State Gas Company. **Contractor will be issued a Contractor ID# and blanket P.O.# by Company. Use this in all transactions performed for, with or at the request of the Company. Preprinted standard terms and conditions on the Company's (or its affiliate's) purchase orders issued with respect to Services/work are void whenever this Agreement governs Services/work. Contractor's standard terms and conditions and any other commercial terms and conditions shown on any proposal or on any other document which may be submitted by Contractor to Company are void, unless specifically accepted in writing by an authorized representative of the Company.**
- J. Contractor is responsible for each Bay State Gas Company water heater or part that Contractor receives from Bay State Gas Company and shall bear the risk of loss for all such Units or parts until such Units or parts are properly installed at a Customer location. In the event that a Unit or part received by a Contractor cannot be accounted for or is damaged or destroyed while in Contractor's possession or control, Contractor shall be obligated for and promptly pay to Bay State Gas Company the full retail cost of the specified Unit or part.
- K. Contractor will provide a customer a quote for a pipe job installation of a water heater within 48 hours of a Bay State Gas Company request for it. During weekdays, Contractor will make every effort to install water heaters within four (4) hours from time such request was received from Bay State Gas Company. Bay State Gas Company will make every effort to schedule after hours requests for the next day.
- L. On weekends and holidays, Contractor will make every effort to install water heater within twenty-four hours from time such request was received from Bay State Gas Company. Contractor will only charge Bay State Gas Company Premium Rate if water heater was installed between 5:00 p.m. and 8:00 a.m., or on Saturday, Sunday or legal holiday.

Generally, all water heaters dispatched to Contractor by 1:00 p.m. on weekdays will be installed at regular rates. Contractor will notify Bay State Gas Company if water heater installations will not be completed within the above-referenced guidelines.

Exhibit A

M. Definitions and Terms

Standard Installation always includes the following:

- 10 ft. gas piping (all sizes to code)
- 10 ft. water piping (all sizes to code)
- 6 ft. flue piping (all sizes to code)
- Miscellaneous fittings
- Make hole in brick chimney or through wood sill
- Removal and proper disposal of old water heater
- Removal of all work debris from the customer's property
- Disconnect piping from tankless and make necessary wiring changes (when possible). This will eliminate maintaining boiler temperature.
- Installer must notify customer if their boiler cannot be rewired. Quote the customer the cost of new controls and labor to correct this problem. It will be the responsibility of the installer to collect for this service from the customer.
- Water heater - provided by Bay State Gas Company
- Relief valve - provided on water heater Unit
- Vacuum relief valve - provided by Bay State Gas Company

Standard Installation Fee: (Units Installed between 8:00 a.m. & 5:00 p.m. Monday through Friday)

Premium Installation Fee: (Units installed between 5:00 p.m. & 8:00 a.m. Monday through Friday, or Saturday, Sunday and holidays)

Extras: Refers to any additional piping, parts, custom installation and removal of non-standard Units. (80 gallon stone lined or larger)

Customer: Owner of the property where water heater will be/has been installed and person who has executed rental/sales agreement regarding a Unit installed by the Contractor.

Exhibit A-1

Installation Fee Schedules

Contractor Rates and Requirements

| Installation Type | Installation Fee | Junk Fee | Survey Fee Bonus* | Total Fees Paid** | Premium Fee*** | Premium Job Total |
|---|------------------|----------|-------------------|-------------------|----------------|-------------------|
| Same Fuel Replacement 40 & 50 gallon | \$200 | \$15 | | \$215 | \$50 | \$265 |
| Rental Replacement 40 & 50 gallon | \$200 | \$15 | | \$215 | \$50 | \$265 |
| Pipe Job (extra piping) 40 & 50 gallon | \$200 | \$15 | | \$215 | \$50 | \$265 |
| | | | | | | |
| Replacement of all Direct/Power Vent | \$385 | \$15 | | \$400 | \$50 | \$450 |
| Pipe Job of all Direct/Power Vent | \$385 | \$15 | | \$400 | \$50 | \$450 |
| *Survey fee if applicable | | | \$50 | | | |
| Requirements supplied by contractor: 10' water and 10' gas (1/2", 3/4"), 6' flue (3" or 4"), 2-90's, piping and miscellaneous fittings. Make hole in chimney or through sill, removal of standard old water heater and work debris from customer's property. | | | | | | |
| | | | | | | |
| *Survey fee bonus will not be paid if work is performed at time of quote. | | | | | | |
| **In addition to fees referenced above, Contractor will bill Bay State Gas Company for permit fees associated with the installation of rented water heaters. | | | | | | |
| ***Premium rates are a one time flat payment to Contractor for jobs performed within the hours of 5:00 p.m. to 8:00 a.m. Monday through Friday, Saturday, Sunday, holidays. | | | | | | |
| | | | | | | |

Exhibit A-2

Installation Fee Schedules For Maytag Water Heaters

Contractor Rates and Requirements

| Installation Type | Installation Fee | Junk Fee | Survey Fee Bonus* | Total Fees Paid** | Premium Fee*** | Premium Job Total |
|---|------------------|----------|-------------------|-------------------|----------------|-------------------|
| Same Fuel Replacement 40 & 50 gallon | \$200 | \$15 | | \$215 | \$50 | \$265 |
| Rental Replacement 40 & 50 gallon | \$200 | \$15 | | \$215 | \$50 | \$265 |
| Pipe Job (extra piping) 40 & 50 gallon | \$200 | \$15 | | \$215 | \$50 | \$265 |
| <p align="center"><u>The following extra charges, when incurred, are to be billed to Bay State Gas Company</u></p> <p>Relocate cold water shut off valve \$30 (regular fee) \$45 (premium fee) Repair hole in chimney when relocating vent \$30 (regular fee) \$45 (premium fee) Cost of new Y for 50-gallon water heater \$20</p> | | | | | | |
| *Survey fee if applicable | | | \$50 | | | |
| <p>Requirements supplied by contractor: 10' water and 10' gas (1/2", 3/4"), 6' flue (3" or 4"), 2-90's, piping and miscellaneous fittings. Make hole in chimney or through sill, removal of standard old water heater and work debris from customer's property.</p> | | | | | | |
| <p>*Survey fee bonus will not be paid if work is performed at time of quote.</p> | | | | | | |
| <p>**In addition to fees referenced above, Contractor will bill Bay State Gas Company for permit fees associated with the installation of rented water heaters.</p> | | | | | | |
| <p>***Premium rates are a one time flat payment to Contractor for jobs performed within the hours of 5:00 p.m. to 8:00 a.m. Monday through Friday, Saturday, Sunday, holidays.</p> | | | | | | |

Exhibit B

**Natural Gas Water Heater
Repair Program**

- A. Upon the request of Bay State Gas Company for repair service regarding any Bay State Gas Company water heater Unit, Contractor will promptly respond to such service call and complete repairs in order to return the Unit to fully operational condition, or if such repairs cannot be made, commence replacement of rental Units.
- B. In the event Customer contacts Contractor for service on a Company rental Unit, Contractor shall promptly notify Bay State Gas Company of Customer's request for service. If Contractor plans to bill Bay State Gas Company for the service call, Contractor must receive Bay State Gas Company's prior approval. Contractor will be paid for each properly completed service call as set forth in the fee schedule set out in this Exhibit.
- C. During the term of this Agreement, Bay State Gas Company will make a good faith effort to assign service calls to the Contractor who originally installed the Unit, unless Customer specifically requests a different Contractor, or Company deems it in the Customer's best interest to be serviced by a different local service provider.
- D. Upon Bay State Gas Company's request and Contractor's acceptance to be on-call to perform after hours (5:00 p.m. to 8:00 a.m. Monday through Friday; anytime on Saturday, Sunday, holidays) repair an/or installation services, a fee of \$100 per week shall be paid by Bay State Gas Company for the satisfactory fulfillment of all such obligations. Where a Contractor agrees to be on-call for both repair an/or installation services for a particular week, the Contractor shall only be entitled to one \$100 on-call fee for such week.
- E. Contractor will be issued a Contractor ID# and blanket P.O.# by Company and will use this in all transactions performed for, with or at the request of the Company.
Preprinted standard terms and conditions on the Company's (or its affiliate's) purchase orders issued with respect to Services/work are void whenever this Agreement governs Services/work. Contractor's standard terms and conditions and any other commercial terms and conditions shown on any proposal or on any other document which may be submitted by Contractor to Company are void, unless specifically accepted in writing by an authorized representative of the Company.
- F. Contractor is responsible for each Bay State Gas Company water heater or part, which Contractor receives from Bay State Gas Company and shall bear the risk of loss for all such Units or parts until such Units or parts are properly installed at a Customer location. In the event that a Unit or part received by a Contractor cannot be accounted for or is damaged or destroyed while in Contractor's possession or control, Contractor shall be obligated for and promptly pay to Bay State Gas Company the full retail cost of the specified Unit or part.

Repair Program Fees Schedule

Fees to be mutually agreed upon by Contractor and Bay State Gas Company, and may be added as an addendum to the Agreement by mutual consent.

2003/2004 Participating Contractors - Massachusetts

Bay State Gas Company
D.T.E. 05-27
Attachment MOC-1-12 (t)

| Company Name | City | Rebates Paid In 2004 | Finance Volume | Total \$ Financed |
|--|----------------|-------------------------|-------------------|----------------------|
| A.R. Zukowski Plumbing & Heating, Inc. | W. Springfield | \$0 | 1 | \$3,700 |
| Accurate Mechanical | W. Springfield | \$0 | 0 | \$0 |
| Advanced Heating & Air | Springfield | \$0 | 1 | \$2,600 |
| Allied Heating & A/C | W. Springfield | \$0 | 0 | \$0 |
| All-Temp Systems Inc. | Milford | \$0 | 0 | \$0 |
| Alvin Hollis & Co. Inc. | S. Weymouth | \$0 | 0 | \$0 |
| AM/PM Plumbing & Heating | Hatfield | \$0 | 0 | \$0 |
| Arbour Heating & Plumbing | Wilbraham | \$0 | 0 | \$0 |
| Authorized Appliance | Randolph | \$0 | 0 | \$0 |
| Bertone Heating & A/C | Franklin | \$0 | 0 | \$0 |
| Boulanger's Plumbing & Heating | Easthampton | \$100 | 1 | \$3,600 |
| Callahan A/C & Heating | N. Andover | \$0 | 0 | \$0 |
| Co-Ri Company, Inc. | Brockton | \$0 | 0 | \$0 |
| Costa Heating & Air Conditioning | Raynham | \$0 | 0 | \$0 |
| D&D Plumbing & Heating/AC | Holyoke | \$0 | 0 | \$0 |
| Dee Service Inc | Agawam | \$0 | 0 | \$0 |
| Don Ranieri Plumbing & Heating | Franklin | \$0 | 0 | \$0 |
| Dupont Plumbing & Heating | Methuen | \$0 | 0 | \$0 |
| E.P. Letendre Inc. | W. Springfield | \$50 | 0 | \$0 |
| Eastern Refrigeration & Air Conditioning | Pembroke | \$50 | 0 | \$0 |
| Ed Horan, Jr. Heating Specialists | Stoughton | \$0 | 0 | \$0 |
| Francis Heating & Air Conditioning | Holyoke | \$0 | 0 | \$0 |
| Gallagher & Sons HVAC Inc. | S. Easton | \$0 | 0 | \$0 |
| Gary Young Plumbing & Heating Inc | Hanover | \$0 | 0 | \$0 |
| Germain Plumbing & Heating Inc | Seekonk | \$0 | 0 | \$0 |
| Green O Plumbing & Heating | W. Bridgewater | \$0 | 0 | \$0 |
| Harvey Air Corp. | Salem | \$0 | 0 | \$0 |
| Heating & A/C Services Inc | Brockton | \$0 | 0 | \$0 |
| Hodge City Mechanical | Florence | \$0 | 0 | \$0 |
| Home Comfort Control | Wrentham | \$0 | 0 | \$0 |
| Hourihan's Complete Comfort Contrac | Walpole | \$0 | 0 | \$0 |
| Hurley & David, Inc. | Springfield | \$0 | 0 | \$0 |
| Industrial Burner Systems, Inc. | Quincy | \$0 | 0 | \$0 |
| J&M P&H | Longmeadow | \$50 | 1 | \$3,400 |
| Jim Dorsey & Son, Inc. | Taunton | \$0 | 0 | \$0 |
| John Hoadley Plumbing & Heating | Rockland | \$0 | 0 | \$0 |
| Kenneth H. Burrell P&H | Holbrook | \$0 | 0 | \$0 |
| Labrador Heating & A/C | Duxbury | \$0 | 0 | \$0 |
| Licciardo's Gas Heating | Salisbury | \$0 | 0 | \$0 |
| Ludlow Heating & Cooling | Ludlow | \$0 | 0 | \$0 |
| M.D. Contractors | E. Longmeadow | \$0 | 0 | \$0 |
| Mass Energy Enterprises, Inc. | S. Easton | \$0 | 0 | \$0 |
| McKay Plumbing & Heating, Inc. | Plymouth | \$0 | 0 | \$0 |
| McNeill Heating & A/C Inc. | W. Springfield | \$50 | 0 | \$0 |
| Mike Rollins Plumbing & Heating | Southwick | \$0 | 0 | \$0 |
| Northeast Plumbing, Heat, Air Contrac | N. Easton | \$0 | 0 | \$0 |
| Northern Comfort Heating & A/C Inc. | Bridgewater | \$0 | 0 | \$0 |
| Nyzio Heating & Air Conditioning | Chicopee | \$0 | 0 | \$0 |
| Oasis Heating & A/C Inc. | Brockton | \$0 | 0 | \$0 |
| Orchard Valley Technology, Inc. | Haydenville | \$0 | 0 | \$0 |
| Pierce Refrigeration Co. Inc. | W. Bridgewater | \$0 | 0 | \$0 |
| Polar A/C & Heating | W. Bridgewater | \$0 | 0 | \$0 |
| R.J. Heavey Co., Inc. | Walpole | \$0 | 0 | \$0 |
| Reardon Refrigeration Co. | Rockland | \$0 | 0 | \$0 |
| S. G. Harold Plumbing, Heating & A/C | Milton | \$50 | 0 | \$0 |
| Sagamore Plumbing & Heating, Inc. | Weymouth | \$0 | 0 | \$0 |
| Schneider Plumbing & Heating | Haydenville | \$0 | 0 | \$0 |
| Star Petroleum Co., Inc. | Foxboro | \$0 | 0 | \$0 |
| Stephen H. Sera, Inc. | Stoughton | \$0 | 0 | \$0 |
| Superior Mechanical Contractors | Springfield | \$100 | 1 | \$4,338 |
| Superior Plumbing & Heating | Hampden | \$0 | 0 | \$0 |
| T&J Heating & Air Conditioning | Bellingham | \$0 | 0 | \$0 |
| The Comfort Company | Hanover | \$0 | 0 | \$0 |
| The Gas Man | Brockton | \$0 | 0 | \$0 |
| Thomas Galligan Plumbing & Heating | Scituate | \$0 | 0 | \$0 |
| Towne & Country Plumbing & Heating | Duxbury | \$0 | 0 | \$0 |
| Tri-County P&H | E. Longmeadow | \$0 | 0 | \$0 |

2004/2005 Participating Contractors - Massachusetts

Bay State Gas Company
D.T.E. 05-27
Attachment MOC-1-12 (u)

| Company Name | City |
|--|----------------|
| A.R. Zukowski Plumbing & Heating | W. Springfield |
| Advanced Heating & Air Conditioning | Springfield |
| Allied Heating & Air Conditioning | W. Springfield |
| AM/PM Plumbing & Heating Inc. | Hatfield |
| Associated Plumbing & Heating | E. Longmeadow |
| Authorized Air & Heat | Randolph |
| Barry Shangold | Weymouth |
| Bertone Heating & Air Conditioning | Franklin |
| Boulangers Plumbing & Heating Co. Inc. | Easthampton |
| Bryden Plumbing | Plainville |
| Callahan Air Conditioning & Heating, Inc. | N. Andover |
| Climate Design Heating & A/C | Bradford |
| Correct Temp, Inc. | Methuen |
| Curley Brothers Heating & A/C Inc. | Hanover |
| D'Astous Plumbing & Heating | Easthampton |
| Davco Air Conditioning & Heating Corp. | Norwood |
| David M. Murphy Plumbing, Heating & Gas | Lowell |
| Don Ranieri Plumbing & Heating | Franklin |
| Dupont Plumbing & Heating | Methuen |
| E.P. Letendre Inc. | W. Springfield |
| Eastern Refrigeration & AC | Hanson |
| Ed Horan Furnace & Boiler Co. | Stoughton |
| Gallagher & Sons HVAC, Inc. | S. Easton |
| Gary Young Plumbing & Heating Co. Inc. | Hanover |
| Germain Plumbing & Heating, Inc. | Seekonk |
| Girard Heating & Air Conditioning, LLC | Westfield |
| Goulette & Son Heating & Air Conditioning, | Chicopee |
| Gouthro Plumbing Co, Inc. | Brockton |
| Greeno Plumbing & Heating | W. Bridgewater |
| Heating & Air Conditioning Services, Inc. | Brockton |
| Hubbard Plumbing & Heating, Inc. | Marshfield |
| Hurley & David, Inc. | Springfield |
| Industrial Burner Systems | Quincy |
| J&M Heating & Plumbing | Springfield |
| J.A.M. Plumbing & Heating | Longmeadow |
| Jim Dorsey & Son, Inc. | Taunton |
| Labrador Heating & Air Conditioning | Duxbury |
| McKay Plumbing & Heating Inc. | Plymouth |
| McNeill Heating & A/C Co., Inc. | W. Springfield |
| Mike Rollins Plumbing & Heating | Southwick |
| Mr. Rooter | Lawrence |
| Northern Comfort Heating & A/C, Inc. | Bridgewater |
| Oasis Heating & A/C, Inc. | Brockton |
| Pacini Plumbing | S. Easton |
| Polar A/C & Heating | W. Bridgewater |
| R.J. Heavey Co., Inc. | Walpole |
| Royal Air Systems, Inc. | North Reading |
| S.G. Racette Plumbing & Heating | Feeding Hills |
| Schneider Plumbing & Heating | Haydenville |
| Star Petroleum Co., Inc. | Foxboro |
| Stephen H Sera, Inc. | Stoughton |
| Superior Mechanical Contractors | Springfield |
| T&J Heating & A/C Inc. | Bellingham |
| The Comfort Company | Hanover |
| Towne & Country Plumbing & Heating | Duxbury |
| Tri-County Plumbing & Heating | E. Longmeadow |
| William A. Hurley Plumbing & Heating, Inc. | Springfield |

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
FIRST SET OF INFORMATION REQUESTS FROM THE MASS OIL HEAT COUNCIL
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

MOC-1-13 At page 54 of Witness Bryant's testimony, he states that Bay State utilizes and provides incentives to outside contractors "to help meet Bay State growth objectives". Please identify and describe Bay State's growth objectives and provide all documentation with regard thereto.

Response: Bay State's growth objective is to secure all additional added load opportunities that provide net positive economic benefits to the Company and its existing customers.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
FIRST SET OF INFORMATION REQUESTS FROM THE MASS OIL HEAT COUNCIL
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

MOC-1-14 At page 54 of Witness Bryant's testimony, he states "Bay State also informs customer on its telephone service lines that these services can be provided by independent contractors as well as Bay State." With regard to this statement,

- (a) please provide the exact language, including documentation, used by the Company to inform existing and/or potential customers that independent contractors are available to perform service installation, repair and maintenance services; and
- (b) please indicate under what circumstances the Company would inform or refer customers to independent contractors rather than the Company's own EP&S division.

Response: EP&S is not a division. EP&S is a small portfolio of products that are offered by the Company, as part of its overall service offerings. The list of messages currently utilized in Sales and Energy Products & Services is attached as Attachment MOC-01-14.

(a) The exact language used to inform customers of the availability of independent contractors is:

Many services provided by Bay State Gas and Northern Utilities are also provided by independent contractors. We will be happy to provide you with a list, just ask the customer service representative that takes your call.

(b) Bay State informs all customers that independent contractors are available through the pre-recorded message that all customers hear when calling the Bay State Gas Service line and the Sales and Energy Products & Services line. Customers hear this message prior to the list of available products and services on the Sales and Energy Products & Services line. On the Service line, this message is the first one heard by customers after attempting to re-direct misdialled calls. In the event that a customer is placed on hold after reaching a Customer Service Representative, they may hear another series of messages. The above referenced message is also included in that series of messages. Customer Service Representatives also

regularly refer to the Participating Contractor List and offer to send the customer a list via U.S. Mail, or direct customers to our website, which includes the list.

Rev 04/14/2005

NiSource Retail Services Sales Center Phone Messaging and Queue Thresholds

Bay State/ Northern Upfront Menu (Octel)

| | |
|-----------------|--|
| 1 Octel 8360 | Thank you for calling Bay State Gas and Northern Utilities. Please listen carefully to the following menu options If you are a Massachusetts customer, press 1 If you are a New Hampshire customer, press 2 If you are a Maine customer, press 3 |
| 2 Octel 8300 | Many services provided by Bay State Gas and Northern Utilities are also provided by independent contractors. We will be happy to provide you with a list, just ask the customer service representative that takes your call. This call may be monitored or recorded for quality purposes. Please listen carefully to the following menu options. If you are calling to report a gas leak, press 1 now. If you are calling for equipment service, press 2. For natural gas service information, press 3. For furnace and boiler sales and installations, water heater rentals and sales or Guardian Care enrollment, press 4. To repeat this menu, press 7. For all other calls, press 0. |
| 3 Octel 8309 | For Guardian Care enrollment, press 1. For furnace and boiler installations, press 2. For water heater rentals and sales, press 3. For billing questions and all other calls, press 4 |

Queue Advertising Messages

| | | |
|-----------------------------------|---|--|
| (BSG Contractor Message) Ran 3 | Many services provided by Bay State Gas and Northern Utilities are also provided by independent contractors. We will be happy to provide you with a list, just ask the customer service representative that takes your call. | |
| (BSG Water Heaters) Ran 4 | When your natural gas water heater needs replacing, call us. A water heater from Bay State Gas or Northern Utilities is the quickest and easiest solution for your hot water needs. Whether you choose to buy or rent, most gas water heaters can be replaced within 24 hours. For more information stay on the line to speak with one of our customer service representatives. | |
| (BSG Guardian Care) Ran 5 | Guardian Care repair service plans provide protection for your home. Get dependable heating system and inside gas line protection with Guardian Care, the emergency repair service you can count on – 24 hours a day, 7 days a week. For more information stay on the line or visit us at www.baystategas.com if you live in Massachusetts or www.northernutilities.com if you live in New Hampshire. | |

| | | |
|---------------------------------|---|--|
| (BSG installations) Ran 6 | Your old heating system could be wasting your money. Today's state-of-the-art natural gas furnaces and boilers deliver all the heat you need at up to 90% efficiency. That's a vast improvement over older systems, which only average 55-70%. For more information stay on the line to speak with one of our customer service representatives. | |
|---------------------------------|---|--|

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
FIRST SET OF INFORMATION REQUESTS FROM THE MASS OIL HEAT COUNCIL
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

MOC-1-15 At page 54 of Witness Bryant's testimony, he indicates that "Bay State's water heater installations are provided by independent contractors". With regard to that statement, please indicate why Bay State's EP&S division does not perform such installations, and the manner and method used by the Company to transfer such water heater installation leads to independent contractors.

Response: The Company chooses to partner with independent contractors to install the vast majority of its water heater installations. This is a business decision that attempts to provide a balance between cost management, completing installations within a time frame acceptable to our customers, and maintaining a mutually beneficial relationship with independent contractors. The Company has agreements with contractors in each of its three operating locations to perform the installations. In most cases, it is a job order to complete an installation that is transmitted to the contractor, rather than a lead. The manner and method depends on the contractor, but is generally a phone call to the contractor's office or cell phone, or a facsimile.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
SECOND SET OF INFORMATION REQUESTS FROM THE MASS OILHEAT COUNCIL
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

MOC-2-2 For the years 2002 through 2005 (to date), please identify the type and give the average amount of conversion costs, including costs paid to outside contractors or affiliates, that a customer would incur to convert from fuel oil to natural gas space heating in the Company's service territory for:

(a) a customer who converts to natural gas where that customer was already using gas for cooking, water heating and/or fueling a fireplace; and

(b) a customer who converts to natural gas where that customer was not already using gas for cooking, water heating and/or fueling a fireplace.

Response: The primary cost for customers to convert to natural gas is the cost to install new gas heating equipment. Independent contractors perform the vast majority of these installations, and we are not privy to those costs. In a very small percentage of cases, the customer may choose to utilize Bay State Gas to install its natural gas heating system. The typical cost for the Company to install a new gas heating system, when the customer was previously using oil, would be roughly \$4,900.

The scenario described in MOC-2-2 (a) is considered a low use upgrade. Presuming there is no cost to upgrade Company facilities, there is no cost for conversion paid to the Company. In cases where a low use upgrade requires an upgrade in Company facilities, the response to MOC-2-2 (b) would apply.

In most cases, the scenario described in MOC-2-2 (b) would require a gas main or service to be installed. If a main is required, the amount the customer would contribute varies widely depending on the length of the main extension and the digging conditions in the area. More than 95% of residential service installations require no customer contribution in aid of construction. On average, a residential service installation would require a \$44 contribution. This average includes gas services installed for non-heating equipment only, which would almost always require a contribution.

Table MOC-2-2 below presents the total number of residential service installations, the number requiring a contribution in aid of construction, and the percentage requiring a contribution in aid of construction from 2002 through May of 2005. It also presents the total contribution dollars received for residential services over the same time period, the average contribution amount, and the average contribution per total residential service installations.

TABLE MOC-2-2

| | 2002 | 2003 | 2004 | 2005 May (ytd) | Total |
|----------------------------|----------|----------|-----------|-------------------|-----------|
| Residential Services | 1940 | 2550 | 2108 | 436 | 7034 |
| # Requiring CIAC | 90 | 94 | 89 | 21 | 294 |
| % Requiring CIAC | 4.6% | 3.7% | 4.2% | 4.8% | 4.2% |
| | | | | | |
| Residential CIAC Collected | \$88,625 | \$92,372 | \$104,163 | \$19,690 | \$308,925 |
| Average CIAC | \$985 | \$983 | \$1,170 | \$938 | \$1,051 |
| CIAC per total # Services | \$46 | \$36 | \$49 | \$45 | \$44 |

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
SECOND SET OF INFORMATION REQUESTS FROM THE MASS OILHEAT COUNCIL
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

MOC-2-3 In promoting conversions from alternate energy sources to natural gas, does the Company provide prospective customers with a payback analysis demonstrating the time over which, if any, the cost of the conversion will be offset by related energy cost savings? If the answer is yes, please provide a copy of such payback analysis and any informational and promotional materials. If the answer is no, please explain why a payback analysis is not provided to the customer.

Response: No. Bay State Gas does not promote fuel conversions based on cost or fuel cost or fuel cost savings because the price of oil, natural gas and propane all fluctuate over the life of typical heating equipment.

Prospects that contact Bay State Gas to convert generally do so because they desire the versatility of natural gas, their contractor recommends they install natural gas, or they are inherently dissatisfied with fuel oil. This has been especially true in recent years with little or no conversion incentives offered and little or no conversion advertising. The primary reasons customers contact the Company to convert from fuel oil are the following:

- They want to remove the smell of oil from their basement
- They want to eliminate the potential of a costly oil leak in their basement
- They want their heating system to maintain its efficiency throughout the year and not begin losing efficiency immediately after it has been cleaned
- They want to pay for their fuel after they use it rather than before
- They want the security of a constant supply through a safe and reliable underground distribution system rather than relying on a delivery schedule

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
SECOND SET OF INFORMATION REQUESTS FROM THE MASS OILHEAT COUNCIL
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

MOC-2-4 Please identify what information is provided by the Company to potential conversion customers regarding the price of natural gas and the price of the alternative energy source. Please include copies of all materials provided to the prospective customer.

Response: At the customer's request, Bay State will provide a fuel cost comparison. The fuel cost comparison provides the typical natural gas bill based on current rates and the customer's heat load and base load assumptions. It then indicates what the equivalent price would be for other fuels. A sample for a residential heating customer is attached as Attachment MOC-02-04. The sample assumes the customer would use 900 therms for heating and 240 therms for base load.

| Fuel Cost Comparison Residential Heating Rate | | | | | |
|--|---|-----------------------------|------------------------------|---------------------------|-------------------------------|
| Month | Equivalent Natural Gas Therms (A) (B) | Total Monthly Billing | Average Cost Per Therm | Similar Cost in Oil | Similar Cost in Propane |
| January | 179 | \$ 289 | \$ 1.61 | \$ 2.25 | \$ 1.48 |
| February | 162 | \$ 263 | \$ 1.62 | \$ 2.27 | \$ 1.49 |
| March | 145 | \$ 238 | \$ 1.64 | \$ 2.30 | \$ 1.51 |
| April | 101 | \$ 173 | \$ 1.72 | \$ 2.40 | \$ 1.58 |
| May | 64 | \$ 79 | \$ 1.23 | \$ 1.73 | \$ 1.14 |
| June | 35 | \$ 48 | \$ 1.36 | \$ 1.90 | \$ 1.25 |
| July | 20 | \$ 31 | \$ 1.53 | \$ 2.14 | \$ 1.41 |
| August | 20 | \$ 31 | \$ 1.53 | \$ 2.14 | \$ 1.41 |
| September | 50 | \$ 63 | \$ 1.28 | \$ 1.79 | \$ 1.18 |
| October | 81 | \$ 98 | \$ 1.20 | \$ 1.68 | \$ 1.11 |
| November | 116 | \$ 196 | \$ 1.68 | \$ 2.36 | \$ 1.55 |
| December | 166 | \$ 269 | \$ 1.62 | \$ 2.27 | \$ 1.49 |
| Totals: | 1,140 | \$ 1,778 | \$ 1.56 | \$ 2.18 | \$ 1.43 |
| <p>(A) UPDD = Use per degree day is the difference between the average temperature per day +/- from 64 degrees F including wind chill factors as provided by the National Weather Service. These days are added together to provide a monthly forecast for a 12 month period. Your oil or propane consumption was broken down to a monthly number based on the degree days per month as a percentage of your yearly consumption.</p> <p>(B) Volume conversion based on 140,000 BTU/gallon oil, 92,000 BTU/gallon propane and 100,000 BTU/therm of natural gas.</p> | | | | | |

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
SECOND SET OF INFORMATION REQUESTS FROM THE MASS OILHEAT COUNCIL
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

- MOC-2-7 Please indicate whether the Company maintains list(s) of preferred contractors for performance of heating system and/or appliance service, replacements, repairs, conversions, or upgrades. For each year commencing with 1999 to 2003 (to date), please:
- (a) describe in detail the criteria, requirements and selection process for contractors to qualify and be included on the Company's list(s).
 - (b) describe in detail the terms and conditions that a listed contractor must comply with to remain on the list;
 - (c) describe the number and types of contractor lists kept by the Company;
 - (d) describe the reasons and criteria for involuntary removal of a contractor from the list;
 - (e) describe how listed contractors are selected for and assigned work and how it is determined how many projects a contractor is assigned; and
 - (f) attach all contractor lists.

Response: The Company does not maintain a list of "preferred" plumbing and heating contractors. It maintains a Participating Plumbing & Heating Contractor Guide, which it provides for the convenience and easy reference for customers. All contractors listed in the guide are independent contractors and are not agents of the Company. Our customers are free to choose any other contractor and do not have to use the Company's contractor guide.

The Company has information on the program from 2000-2005. Due to changes in the program and process for the years requested, the qualifications for participating in the contractor guide varied. The list below is the qualifications by program year.

| 2000 | 2001-2005 |
|---|---|
| Signed Participating Contractor Agreement | Signed Participating Contractor Agreement |
| Documentation of liability insurance | Documentation of liability, auto and workers compensation insurance |
| Valid gas fitter or plumbers license | Completed Insurance Data |

| | |
|--|--|
| | Request Form |
| Service territory form | Valid gas fitter or plumbers license |
| IRS Form W-9 or Social Security Number | Service territory form |
| Fax or answering machine number | IRS Form W-9 or Social Security Number |
| | Fax or answering machine number |

The terms and conditions that a listed contractor must comply with to remain on the list are spelled out in Attachments MOC-01-12 (a) and MOC-01-12 (b).

There are two contractor lists maintained by the Company. One is the Participating Contractors Guide, and the second is the Service Referral List. The two lists are described in the response to MOC-01-12 (a).

The reasons and criteria for involuntary removal of a contractor from the list are listed in the General Rules and Conditions, which are contained in MOC-01-12 (a). The Company reserves the right to remove a contractor from the program for failure to install all natural gas equipment in accordance with applicable codes and manufacturers' specifications, in a workmanlike manner, and in keeping with Bay State Gas standards. The Company also reserves the right to remove a contractor from the program for bidding an alternate fuel system on any job referred to them by the Company, or as a result of customer complaints regarding contractor performance.

Contractors are not assigned work. For program years 2000-2002 the Company offered a Contractor Coordinator Service. Upon request, the Company's local contractor coordinator would give the customer the names of three (3) contractors who had been randomly selected on a territory specific, rotating basis. The contractor had the option of accepting the referral or rejecting it and waiting until their next turn. The number of projects that a contractor was asked to bid on depended on their service territory and the activity in that area.

Since 2003, the Company has provided the customer with the Participating Plumbing & Heating Contractor Guide, and offered no coordination services. The customer is free to request as many contractor bids from our guide as they wish or select any other contractor.

Not all lists from 1999 are readily available. Attached are the following:

- MOC-02-07 (a) – 2001 Participating Contractor List
- MOC-02-07 (b) – 2002 Participating Contractor List
- MOC-02-07 (c) – 2002 Service Referral List – 3 pages

- MOC-02-07 (d) – 2003-2004 Participating Contractor List
- MOC-02-07 (e) – 2003-2004 Service Referral List – 3 pages
- MOC-02-07 (f) – 2004-2005 Participating Contractor List. The printing of this list was delayed, and the printed brochure was produced in 2005 as the 2005-2006 list.
- MOC-02-07 (g) – 2005 Service Referral List – 3 pages

| Co.Name | City |
|---|------------------|
| Accurate Mechanical | W. Springfield |
| Advanced Heating & Air Conditioning | Springfield |
| Alexander Mechanical Service, LLC | Somers |
| Allied Heating & A/C | W. Springfield |
| AM/PM Plumbing & Heating | Hatfield |
| Associated Plumbing & Heating | East Longmeadow |
| Bertone Heating & Plumbing | Franklin |
| Boulanger's Plumbing & Heating, Inc. | Easthampton |
| Callahan A/C & Heating | N. Andover |
| Check Sudden Services | Bellingham |
| Christy's Plumbing & Heating, Inc. | Agawam |
| Cine-Tech, Co. | Wilbraham |
| Climate Design Systems | Bradford |
| Climate Engineering LLC | Abington |
| Cooling Unlimited | Reading |
| Correct Temp, Inc. | Salem |
| Curley Brothers Heating & A/C | Hanover |
| D&D Plumbing & Heating/AC | Holyoke |
| Daniel Doore Plumbing & Heating | Methuen |
| Dee Service, Inc. | Agawam |
| Demers Plumbing & Heating | Methuen |
| Dinolo & Angeleos & Sons Inc. | Stoughton |
| Dupont Plumbing & Heating | Methuen |
| E.P. Letendre, Inc. | West Springfield |
| Fieldhouse Plumbing & Heating | Methuen |
| Fletch-Air | West Springfield |
| Gaffey Plumbing & Heating | Salem |
| Gallagher & Sons HVAC, Inc. | S. Easton |
| George D'Astous | Easthampton |
| Germain Plumbing & Heating | Seekonk |
| Girard Heating & A/C | Westfield |
| Hodge City Mechanical | Florence |
| Hoffman & Kelley Plumbing & Heating | Andover |
| Home Comfort Control | Wrentham |
| Isaacson Assoc. (Authorized Appliance) | Randolph |
| J&M Plumbing & Heating | Longmeadow |
| J. Marquez Plumbing & Heating & Electric | Lawrence |
| Jim Dorsey & Son, Inc. | Taunton |
| John Lee Company, Inc. | Walpole |
| Kool Aire, Inc. | Randolph |
| Licciardo's Gas & Heating | Salisbury |
| Ludlow Heating & Cooling | Ludlow |
| Maffei Plumbing, Inc. | Ipswich |
| Mass Energy Enterprises, Inc. | So. Easton |
| McMullin's Home Heat & Gas Appliance Repa | So. Easton |
| McNeill Heating & A/C, Co. Inc. | W. Springfield |
| Mike Rollins Plumbing & Heating | Southwick |
| Mr. Plumber, Inc. | Pelham |
| Mr. Rooter | Lawrence |
| Northeast Plumbing & Heating & Air | N. Easton |
| Nyzio Heating & A/C | Chicopee |
| Oasis Heating & A/C, Inc. | Brockton |
| P&C Heating | Mansfield |
| Pioneer Heating / Cooling | S. Deerfield |
| Polar AC & Heating | West Bridgewater |
| Quinlon Plumbing | Methuen |
| R.J. Heavey Co., Inc. | Walpole |
| Refridgeration Contractors, Inc. | Holyoke |
| Royal Air Systems, Inc. | N. Reading |
| S. Jason Lebowitz Co, Inc. | Lawrence |
| Sagamore Plumbing & Heating, Inc. | Weymouth |
| Stephen H. Sera, Inc. | Stoughton |
| Stoughton Plumbing & Htg. | Stoughton |
| Superior Mechanical Contractors, Inc. | Springfield |
| The Gas Man | Brockton |
| Tolland Plumbing & Heating, Inc. | Hyde Park |
| Tri-County Plumbing & Heating | East Longmeadow |
| Vallee Heating & A/C | Ludlow |
| White Refrigeration & A/C, Inc, | Norwell |

2002 Participating Contractors

| Company Name | City |
|--|----------------|
| Abell Mechanical Inc | N. Scituate |
| Accurate Mechanical | W. Springfield |
| Advanced Heating & Air | Springfield |
| Allied Heating & A/C | W. Springfield |
| AM/PM Plumbing & Heating | Hatfield |
| Authorized Appliance | Randolph |
| Bertone Heating & A/C | Franklin |
| Boulanger's Plumbing & Heating | Easthampton |
| Callahan A/C & Heating | N. Andover |
| Central Cooling & Heating | Woburn |
| Climate Design Systems | Bradford |
| Costa Heating & A/C | Raynham |
| Curley Bros, Inc. | Hanover |
| D&D Plumbing & Heating/AC | Holyoke |
| Daniel Doore Plumbing & Heating | Methuen |
| D'Astous Plumbing & Heating | Easthampton |
| Dee Service Inc | Agawam |
| Dupont Plumbing & Heating | Methuen |
| Ed Horan, Jr. Heating Specialists | Stoughton |
| Fieldhouse Plumbing & Heating | Methuen |
| Gallagher & Sons HVAC Inc. | S. Easton |
| Gary A. Young Plumbing & Heating Inc | Hanover |
| Germain Plumbing & Heating Inc | Seekonk |
| Goulette & Son Heating & A/C | Chicopee |
| Gouthro Plumbing Co | Brockton |
| Green O Plumbing & Heating | W. Bridgewater |
| Heating & A/C Services Inc | Brockton |
| Hodge City Mechanical | Florence |
| Hoffman & Kelley | Andover |
| Home Comfort Control | Wrentham |
| Hourihan's Complete Comfort Contractors Inc | Walpole |
| Hubbard Plumbing & Heating Inc | Marshfield |
| Hurley & David | Springfield |
| J&M P&H | Longmeadow |
| Jim Dorsey & Son, Inc. | Taunton |
| Kenneth H. Burrell P&H | Holbrook |
| Kool-Aire, Inc. | Randolph |
| Ludlow Heating & Cooling | Ludlow |
| M.D. Contractors | Agawam |
| Manny's Plumbing & Heating | Springfield |
| Mass Energy Enterprises, Inc. | S. Easton |
| McNeill Heating & A/C Inc. | W. Springfield |
| Mike Rollins Plumbing & Heating | Southwick |
| Nyzio Heating & Air Conditioning | Chicopee |
| Oasis Heating & A/C Inc. | Brockton |
| P&C Heating & Air Conditioning Co., Inc. | Mansfield |
| Polar A/C & Heating | W. Bridgewater |
| R.J. Heavey Co., Inc. | Walpole |
| R.P. McLaughlin Co., Inc. | Peabody |
| Ranieri Plumbing & Heating | Franklin |
| Raynard Heating & Air Conditioning | Hanover |
| Royal Air Systems, Inc. | N. Reading |
| S. Jason Lebowitz Co. | Lawrence |
| Sagamore Plumbing & Heating, Inc. | Weymouth |
| Star Petroleum Co., Inc. | Foxboro |
| Stephen H. Sera, Inc. | Stoughton |
| Steve's Plumbing & Heating Co. | W. Springfield |
| Suburban Sheet Metal, Inc. | Norwood |
| Superior Mechanical Contractors Inc. | Springfield |
| The Gas Man | Brockton |
| Thomas Galligan Plumbing & Heating | Scituate |
| Tri-County Plumbing & Heating | E. Longmeadow |
| Vallee Heating & A/C | Ludlow |
| Victory Heating & Air Conditioning Co., Inc. | Bellingham |

Bay State Gas Company
D.T. E. 05-27
MOC-02-07 (b)

2002 Brockton Division Referral Contractors for Service

| Contractor | Phone # | Boiler | Furnace | Steam |
|--|----------------|--------|---------|-------|
| Abell Mechanical Inc | (781) 545-6789 | x | x | x |
| Authorized Appliance | (781) 963-6539 | x | x | x |
| Bertone Heating & A/C | (508) 520-1432 | x | x | x |
| Curley Bros, Inc. | (781) 829-9600 | x | x | x |
| Gallagher & Sons HVAC Inc. | (508) 230-9706 | | x | |
| Gary A. Young Plumbing & Heating In | (781) 878-8043 | x | x | x |
| Gouthro Plumbing Co | (508) 587-4625 | x | | x |
| Green O Plumbing & Heating | (508) 326-8937 | x | x | x |
| Heating & A/C Services Inc | (800) 479-4822 | x | x | x |
| Home Comfort Control | (508) 384-9379 | x | x | x |
| Hourihan's Complete Comfort Contrac | (508) 660-1749 | x | x | |
| Jim Dorsey & Son, Inc. | (508) 822-6728 | x | x | x |
| Kenneth H. Burrell P&H | (781) 767-1125 | x | | x |
| Kool-Aire, Inc. | (781) 963-7500 | | x | |
| Oasis Heating & A/C Inc. | (508) 588-1308 | x | x | x |
| Polar A/C & Heating | (508) 583-1456 | x | x | x |
| Ranieri Plumbing & Heating | (508) 528-8295 | x | x | x |
| Raynard Heating & Air Conditioning | (781) 826-0971 | x | x | x |
| Sagamore Plumbing & Heating, Inc. | (781) 331-1600 | x | x | x |
| Star Petroleum Co., Inc. | (508) 543-5200 | x | x | x |
| Stephen H. Sera, Inc. | (781) 344-6097 | x | x | |
| Suburban Sheet Metal, Inc. | (781) 769-1515 | x | x | |
| The Gas Man | (508) 580-8586 | x | x | x |
| Thomas Galligan Plumbing & Heating | (781) 545-1239 | x | x | x |
| Victory Heating & Air Conditioning Co. | (508) 966-9858 | x | x | x |

[illegible]

2002 Springfield Division Referral Contractors for Service

Bay State Gas Company
D.T.E. 05-27
MOC-02-07 (c)
Page 2 of 3

| Contractor | Phone # | Boiler | Furnace | Steam |
|--------------------------------------|----------------|--------|---------|-------|
| Accurate Mechanical | (413) 739-8882 | X | X | X |
| Advanced Heating & Air | (413) 746-6882 | X | X | X |
| Allied Heating & A/C | (413) 732-5599 | X | X | X |
| AM/PM Plumbing & Heating | (413) 247-5502 | X | | X |
| Boulanger's Plumbing & Heating | (413) 527-3240 | X | X | X |
| D&D Plumbing & Heating/AC | (413) 533-4093 | X | X | X |
| D'Astous Plumbing & Heating | (413) 586-2246 | X | X | |
| Dee Service Inc | (413) 789-0800 | X | X | |
| Goulette & Son Heating & A/C | (413) 534-4378 | X | X | X |
| Hodge City Mechanical | (413) 586-1150 | X | X | X |
| Hurley & David | (413) 732-3141 | X | X | |
| J&M P&H | (413) 567-3017 | X | X | X |
| Manny's Plumbing & Heating | (413) 739-2687 | X | | X |
| McNeill Heating & A/C Inc. | (413) 734-4348 | | X | |
| Mike Rollins Plumbing & Heating | (413) 569-0554 | X | X | X |
| Nyzio Heating & Air Conditioning | (413) 534-3320 | X | X | X |
| Steve's Plumbing & Heating Co. | (413) 736-4306 | X | | |
| Superior Mechanical Contractors Inc. | (413) 736-9034 | X | X | X |
| Tri-County Plumbing & Heating | (413) 733-6336 | X | | X |

[illegible]

2002 Lawrence Division Referral Contractors for Service

Bay State Gas Company
D.T.E. 05-27
MOC-02-07 (c)
Page 3 of 3

| Contractor | Phone # | Boiler | Furnace | Steam |
|---------------------------------|----------------|--------|---------|-------|
| Callahan A/C & Heating | (978) 689-9233 | X | X | X |
| Central Cooling & Heating | (781) 933-8288 | X | X | X |
| Climate Design Systems | (978) 372-9999 | X | X | X |
| Daniel Doore Plumbing & Heating | (978) 682-3814 | X | X | X |
| Dupont Plumbing & Heating | (978) 682-2669 | X | | X |
| Fieldhouse Plumbing & Heating | (978) 794-3653 | X | | X |
| Hoffman & Kelley, Inc. | (978) 475-3424 | X | | X |
| Interstate Plumbing & Heating | (603) 893-8147 | X | X | X |
| Jackson Gas & Fireplace | (603) 929-5083 | X | X | |
| Oasis Heating & A/C Inc. | (508) 588-1308 | X | X | X |
| Royal Air Systems, Inc. | (978) 664-5023 | X | X | X |
| S. Jason Lebowitz Co. | (978) 688-1868 | X | X | X |
| United Mechanical | (800) 898-7656 | X | X | X |

Massachusetts

| Andover | Lawrence | Methuen | North Andover |
|---------|----------|---------|---------------|
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| | | | |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |

New Hampshire

| Atkinson | Pelham | Plaistow | Salem |
|----------|--------|----------|-------|
| X | X | X | X |
| | | | |
| X | X | X | X |
| X | X | X | X |
| | | | |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| | | | |
| X | X | X | X |
| | | | |
| X | X | X | X |

2003-2004 Participating Contractors

Bay State Gas Company
D.T.E. 05-27
MOC-02-07 (d)

Southeastern MA

| <u>Contractor</u> | <u>Office Location</u> | <u>Phone</u> |
|--|-------------------------------|---------------------|
| All-Temp Systems, Inc. | Milford | (508) 478-0088 |
| Alvin Hollis & Co., Inc. | S. Weymouth | (781) 335-2100 |
| Authorized Air & Heat | Randolph | (781) 963-6631 |
| Bertone Heating & A/C | Franklin | (508) 520-1432 |
| Co-Ri Company, Inc. | Brockton | (508) 583-1708 |
| Don Rianieri Plumbing & Heating | Franklin | (508) 528-8295 |
| Eastern Refrigeration & Air Conditioning | Pembroke | (781) 294-4222 |
| Ed Horan, Jr. Heating Specialists | Stoughton | (781) 341-1433 |
| Gallagher and Sons HVAC, Inc. | S. Easton | (508) 230-9706 |
| Gary Young Plumbing & Heating Co., Inc. | Hanover | (781) 878-8043 |
| Germain Plumbing & Heating, Inc. | Seekonk | (508) 399-6550 |
| Greeno Plumbing & Heating | W. Bridgewater | (508) 326-8937 |
| Heating & Air Conditioning Services, Inc. | Brockton | (800) 479-4822 |
| Home Comfort Control | Wrentham | (508) 384-9379 |
| Houriha's Complete Comfort Contractors, Inc. | Walpole | (508) 660-1749 |
| Industrial Burner Systems, Inc. | Quincy | (617) 479-3900 |
| Jim Dorsey & Son, Inc. | Taunton | (508) 822-6728 |
| John Hoadley Plumbing & Heating, Inc. | Rockland | (781) 878-8098 |
| Kenneth Burrell Plumbing & Heating | Holbrook | (781) 767-1125 |
| Mass Energy Enterprises, Inc. | S. Easton | (508) 238-3766 |
| McKay Plumbing & Heating, Inc. | Plymouth | (508) 224-6584 |
| Northeast Plumbing, Heat, Air Contracting | N. Easton | (508) 238-1865 |
| Northern Comfort Heating & A/C, Inc. | Bridgewater | (508) 697-7583 |
| Oasis Heating & A/C, Inc. | Brockton | (508) 588-1308 |
| Pierce Refrigeration Co. Inc. | W. Bridgewater | (508) 586-1088 |
| Polar A/C & Heating | W. Bridgewater | (508) 583-1456 |
| R.J. Heavey Company, Inc. | Walpole | (508) 668-6680 |
| Reardon Refrigeration Company | Rockland | (781) 871-2233 |
| S.G. Harold Plumbing, Heating & A/C | Milton | (617) 696-2400 |
| Sagamore Plumbing & Heating, Inc. | Weymouth | (781) 331-1600 |
| Star Petroleum | Foxboro | (508) 543-5200 |
| Stephen H. Sera, Inc. | Stoughton | (781) 344-6097 |
| Suburban Sheet Metal | Norwood | (781) 769-1515 |
| T&J Heating & A/C, Inc. | Bellingham | (508) 966-2900 |
| The Comfort Company | Hanover | (781) 826-8935 |
| Thomas Galligan Plumbing & Heating | Scituate | (781) 545-1239 |
| Towne & Country Plumbing & Heating | Duxbury | (781) 934-2451 |

Western MA

| <u>Contractor</u> | <u>Office Location</u> | <u>Phone</u> |
|--|-------------------------------|---------------------|
| A.R. Zukowski Plumbing & Heating, Inc. | W. Springfield | (413) 733-6716 |
| Accurate Mechanical | W. Springfield | (413) 739-8882 |
| Advanced Heating & Air Conditioning | Springfield | (413) 746-6882 |
| Allied Heating & Air Conditioning | W. Springfield | (413) 732-5599 |
| AM/PM Plumbing & Heating, Inc. | Hatfield | (413) 247-5502 |
| Arbour Heating & Plumbing | Wilbraham | (413) 596-3909 |
| D&D Plumbing & Heating/AC | Holyoke | (413) 533-4093 |
| Dee Service, Inc. | Agawam | (413) 789-0800 |
| E.P. Letendre, Inc. | W. Springfield | (413) 733-4245 |
| Francis Heating & Air Conditioning | Holyoke | (413) 532-0110 |
| Hodge City Mechanical | Florence | (413) 586-1150 |
| Hurley & David, Inc. | Springfield | (413) 732-3141 |
| J&M Plumbing & Heating | Longmeadow | (413) 567-3017 |
| Ludlow Heating & Cooling, Inc. | Ludlow | (413) 583-6923 |
| M.D. Contractors | E. Longmeadow | (413) 519-3961 |
| McNeill Heating & Air Conditioning Co., Inc. | W. Springfield | (413) 734-4348 |
| Mike Rollins Plumbing & Heating Co. | Southwick | (413) 732-3555 |
| Nyzio Heating & Air Conditioning | Chicopee | (413) 534-3320 |
| Orchard Valley Technology, Inc. | Haydenville | (413) 268-8381 |
| Schneider Plumbing & Heating, Inc. | Haydenville | (413) 584-1634 |
| Superior Mechanical Contractors, Inc. | Springfield | (413) 736-9034 |
| Superior Plumbing & Heating | Hampden | (413) 566-3351 |

Merrimack Valley

| <u>Contractor</u> | <u>Office Location</u> | <u>Phone</u> |
|---------------------------------|-------------------------------|---------------------|
| Callahan A/C & Heating | N. Andover | (978) 689-9233 |
| Dupont Plumbing & Heating | Methuen | (978) 682-2669 |
| Harvey Air Corp. | Salem, NH | (978) 683-2456 |
| JR's Heating, A/C & Ventilation | Derry, NH | (603) 432-2832 |

2003 - 2004 Brockton Division Referral Contractors for Service

| Contractor | Phone # | Boiler | Furnace | Steam |
|-------------------------------------|----------------|--------|---------|-------|
| All-Temp Systems, Inc. | (508) 478-0088 | x | x | |
| Authorized Air & Heat | (781) 963-6631 | x | x | x |
| Bertone Heating & A/C | (508) 520-1432 | x | x | |
| Don Rianieri Plumbing & Heating | (508) 528-8295 | x | x | x |
| Eastern Refrigeration & A/C | (781) 294-4222 | x | x | x |
| Gallagher & Sons HVAC Inc. | (508) 230-9706 | | x | |
| Gary Young Plumbing & Heating | (781) 878-8043 | x | x | |
| Greeno Plumbing & Heating | (508) 245-5252 | x | x | x |
| Heating & A/C Services Inc | (800) 479-4822 | x | x | x |
| Home Comfort Control | (508) 384-9379 | | x | |
| Hourihan's Complete Comfort Contrac | (508) 660-1749 | x | x | |
| Industrial Burner Systems Inc. | (617) 479-3900 | x | x | x |
| Jim Dorsey & Son, Inc. | (508) 822-6728 | x | x | x |
| John Hoadley Plumbing & Heating | (781) 878-8098 | x | x | x |
| Kenneth H. Burrell P&H | (781) 767-1125 | x | | x |
| Northeast Plumbing, Heat, A/C | (508) 238-1865 | x | | x |
| Oasis Heating & A/C Inc. | (508) 588-1308 | x | x | x |
| Pierce Refrigeration Co, Inc. | (508) 586-1088 | x | x | |
| Polar A/C & Heating | (508) 583-1456 | x | x | x |
| R.J. Heavey Co, Inc. | (508) 668-6680 | x | x | x |
| Reardon Refrigeration Co. | (781) 871-2233 | | x | |
| S.G. Harold Plg, Heating & A/C | (617) 696-2400 | x | x | x |
| Sagamore Plumbing & Heating, Inc. | (781) 331-1600 | x | x | x |
| Star Petroleum Co., Inc. | (508) 543-5200 | x | x | x |
| Stephen H. Sera, Inc. | (781) 344-6097 | x | x | x |
| The Comfort Co. | (781) 826-8935 | x | x | x |
| The Gas Man | (508) 580-8586 | x | x | x |
| Thomas Galligan Plumbing & Heating | (781) 545-1239 | x | x | x |
| Towne & Country Plumbing & Heating | (781) 934-2451 | x | x | x |

[illegible]

2003 - 2004 Springfield Division Referral Contractors for Service

| Contractor | Phone # | Boiler | Furnace | Steam |
|--------------------------------------|----------------|--------|---------|-------|
| A.R. Zukowski Plg & Heating | (413) 733-6716 | X | | X |
| Accurate Mechanical | (413) 739-8882 | X | X | X |
| Advanced Heating & A/C | (413) 746-6882 | X | X | X |
| AM/PM Plumbing & Heating | (413) 247-5502 | X | | X |
| D&D Plumbing & Heating/AC | (413) 533-4093 | X | X | X |
| Dee Service Inc | (413) 789-0800 | X | X | |
| Hodge City Mechanical | (413) 586-1150 | X | X | X |
| Hurley & David Inc. | (413) 732-3141 | X | X | |
| J&M Plumbing & Heating | (413) 567-3017 | X | X | X |
| McNeill Heating & A/C Inc. | (413) 734-4348 | | X | |
| Mike Rollins Plumbing & Heating | (413) 732-3555 | X | X | X |
| Schneider Plumbing & Heating | (413) 584-1634 | X | X | X |
| Superior Mechanical Contractors Inc. | (413) 736-9034 | X | X | X |
| Tri County Plumbing & Heating | (413) 733-6336 | X | | X |

| Agawam | Chicopee | Easthampton | E. Longmeadow | Granby | Hampton | Longmeadow | Ludlow | Monson | Northampton | Palmer | South Hadley | Southwick | Springfield | W. Springfield | Wilbraham |
|--------|----------|-------------|---------------|--------|---------|------------|--------|--------|-------------|--------|--------------|-----------|-------------|----------------|-----------|
| X | X | | | | | X | | | | | | | X | X | |
| X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| | | X | | | | | | | X | | X | | | | |
| X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| X | X | X | X | | X | X | X | | | | X | | X | X | X |
| X | X | | X | | X | X | X | | | X | X | X | X | X | X |
| X | X | | X | | X | X | X | | | | X | | X | X | X |
| X | X | X | X | X | X | X | X | | | | X | X | X | X | X |
| | X | X | | | | | | | X | | X | | | | |
| X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| X | X | | X | | | X | X | | | | | X | X | X | X |

2003 - 2004 Lawrence Division Referral Contractors for Service

| Contractor | Phone # | Boiler | Furnace | Steam |
|---|----------------|--------|---------|-------|
| Callahan A/C & Heating | (978) 689-9233 | X | X | |
| Dupont Plumbing & Heating | (978) 682-2669 | X | | X |
| Harvey Air Corp. | (978) 683-2456 | X | X | X |
| J.R.'S Heating, AC & Ventilation | (603) 432-2832 | | X | |
| Licciardo's Gas Htg Repair/Installation | (978) 388-9952 | X | X | X |

Massachusetts

| Andover | Lawrence | Methuen | North Andover |
|---------|----------|---------|---------------|
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| | | | |

New Hampshire

| Atkinson | Pelham | Plaistow | Salem |
|----------|--------|----------|-------|
| X | X | X | X |
| | X | | X |
| X | X | X | X |
| X | X | X | X |
| X | | X | |

2004/2005 Participating Contractors - Massachusetts

Bay State Gas Company
D.T.E. 05-27
MOC-02-07 (f)

| Company Name | City |
|--|----------------|
| A.R. Zukowski Plumbing & Heating | W. Springfield |
| Advanced Heating & Air Conditioning | Springfield |
| Allied Heating & Air Conditioning | W. Springfield |
| AM/PM Plumbing & Heating Inc. | Hatfield |
| Associated Plumbing & Heating | E. Longmeadow |
| Authorized Air & Heat | Randolph |
| Barry Shangold | Weymouth |
| Bertone Heating & Air Conditioning | Franklin |
| Boulangers Plumbing & Heating Co. Inc. | Easthampton |
| Bryden Plumbing | Plainville |
| Callahan Air Conditioning & Heating, Inc. | N. Andover |
| Climate Design Heating & A/C | Bradford |
| Correct Temp, Inc. | Methuen |
| Curley Brothers Heating & A/C Inc. | Hanover |
| D'Astous Plumbing & Heating | Easthampton |
| Davco Air Conditioning & Heating Corp. | Norwood |
| David M. Murphy Plumbing, Heating & Gas | Lowell |
| Don Ranieri Plumbing & Heating | Franklin |
| Dupont Plumbing & Heating | Methuen |
| E.P. Letendre Inc. | W. Springfield |
| Eastern Refrigeration & AC | Hanson |
| Ed Horan Furnace & Boiler Co. | Stoughton |
| Gallagher & Sons HVAC, Inc. | S. Easton |
| Gary Young Plumbing & Heating Co. Inc. | Hanover |
| Germain Plumbing & Heating, Inc. | Seekonk |
| Girard Heating & Air Conditioning, LLC | Westfield |
| Goulette & Son Heating & Air Conditioning, | Chicopee |
| Gouthro Plumbing Co, Inc. | Brockton |
| Greeno Plumbing & Heating | W. Bridgewater |
| Heating & Air Conditioning Services, Inc. | Brockton |
| Hubbard Plumbing & Heating, Inc. | Marshfield |
| Hurley & David, Inc. | Springfield |
| Industrial Burner Systems | Quincy |
| J&M Heating & Plumbing | Springfield |
| J.A.M. Plumbing & Heating | Longmeadow |
| Jim Dorsey & Son, Inc. | Taunton |
| Labrador Heating & Air Conditioning | Duxbury |
| McKay Plumbing & Heating Inc. | Plymouth |
| McNeill Heating & A/C Co., Inc. | W. Springfield |
| Mike Rollins Plumbing & Heating | Southwick |
| Mr. Rooter | Lawrence |
| Northern Comfort Heating & A/C, Inc. | Bridgewater |
| Oasis Heating & A/C, Inc. | Brockton |
| Pacini Plumbing | S. Easton |
| Polar A/C & Heating | W. Bridgewater |
| R.J. Heavey Co., Inc. | Walpole |
| Royal Air Systems, Inc. | North Reading |
| S.G. Racette Plumbing & Heating | Feeding Hills |
| Schneider Plumbing & Heating | Haydenville |
| Star Petroleum Co., Inc. | Foxboro |
| Stephen H Sera, Inc. | Stoughton |
| Superior Mechanical Contractors | Springfield |
| T&J Heating & A/C Inc. | Bellingham |
| The Comfort Company | Hanover |
| Towne & Country Plumbing & Heating | Duxbury |
| Tri-County Plumbing & Heating | E. Longmeadow |
| William A. Hurley Plumbing & Heating, Inc. | Springfield |

[illegible]

2005 Springfield Division Referral Contractors for Service

| Contractor | Phone # | Boiler | Furnace | Steam |
|----------------------------------|----------------|--------|---------|-------|
| A.R. Zukowski Plumbing & Heating | (413) 733-6716 | X | | X |
| Advanced Heating & Air | (413) 746-6882 | X | X | X |
| AM/PM Plumbing & Heating | (413) 247-5502 | X | | X |
| Associated Plumbing & Heating | (413) 525-5237 | X | X | X |
| Boulangers Plumbing & Heating | (413) 527-3240 | X | X | X |
| D'Astous Plumbing & Heating | (413) 586-2246 | X | X | X |
| Goulette & Son Heating & A/C | (413) 534-4378 | X | X | X |
| Hurley & David, Inc. | (413) 732-3141 | X | X | X |
| J&M Heating & Plumbing | (413) 567-3017 | X | X | X |
| J.A.M. Plumbing Heating Co. | (413) 507-4700 | X | | X |
| McNeill Heating & A/C Inc. | (413) 734-4348 | | X | |
| Mike Rollins Plumbing & Heating | (413) 732-3555 | X | X | X |
| S.G. Racette Plumbing & Heating | (413) 786-6764 | X | | X |
| Schneider Plumbing & Heating | (413) 584-1634 | X | X | X |
| Superior Mechanical Contractors | (413) 736-9034 | X | X | X |
| Tri-County Plumbing & Heating | (413) 733-6336 | X | | X |

| Agawam | Chicopee | Easthampton | E. Longmeadow | Granby | Hampton | Longmeadow | Ludlow | Monson | Northampton | Palmer | South Hadley | Southwick | Springfield | W. Springfield | Wilbraham |
|--------|----------|-------------|---------------|--------|---------|------------|--------|--------|-------------|--------|--------------|-----------|-------------|----------------|-----------|
| X | X | | | | | X | | | | | | | X | X | |
| X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| | | X | | | | | | | X | | | | | | |
| X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| | X | X | | | | | | | X | | X | | | | |
| X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| X | X | | X | | | X | X | | | | X | | X | X | X |
| X | X | X | X | | | X | X | | X | | X | X | X | X | X |
| | | | X | | | | | | | | X | X | X | X | |
| X | X | X | X | | | X | X | | | | X | X | X | X | X |
| X | X | | X | | | X | X | | | | X | X | X | X | X |

2005 Lawrence Division Referral Contractors for Service

| Contractor | Phone # | Boiler | Furnace | Steam |
|--|----------------|--------|---------|-------|
| Bear Comfort Heating & Cooling | (603) 817-7933 | X | X | X |
| Callahan Air Conditioning & Heating, Inc. | (978) 689-9233 | X | X | X |
| Climate Design Heating & A/C | (978) 372-9999 | X | X | X |
| Correct Temp Inc. | (978) 688-8700 | X | X | X |
| David M. Murphy Plumbing & Heating | (978) 458-0481 | X | | X |
| Dupont Plumbing & Heating | (978) 682-2669 | X | | X |
| Licciardo's Gas Heating Appliance Repair & Ins | (978) 388-9952 | X | X | X |
| Mr. Rooter | (978) 685-1777 | X | X | X |
| Royal Air Systems, Inc. | (978) 664-5023 | X | X | X |

Massachusetts

| Andover | Lawrence | Methuen | North Andover |
|---------|----------|---------|---------------|
| | | | |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| | | | |
| X | X | X | X |
| X | X | X | X |

New Hampshire

| Atkinson | Pelham | Plaistow | Salem |
|----------|--------|----------|-------|
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| X | X | X | X |
| | | | |
| | | X | |
| X | X | X | X |
| | | | |

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
FIRST SET OF INFORMATION REQUESTS FROM UWUA LOCAL 273
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

UWUA-1-19 (a) For each division (Brockton, Springfield, Lawrence) and for the period January 1, 1998 to present, please list the number of supervisors, by year, at each location in connection with the physical work of inspecting, repairing or replacing lines and mains (and related tasks).

(b) Please list the names of the Bay State or NiSource employees, officers, etc. who were involved in any decisions to change the staffing level of these supervisors, and the respective role each such person played in making those decisions.

(c) Please include all internal written or electronic communications regarding changing the number of supervisors.

(d) For this period January 1, 1998 to present, please provide a copy of the written job description for supervisors of this type of lines and main repair/replacement function.

Response: (a)

| Supervisors by Location | | | | | | | | |
|-------------------------|------|------|------|------|------|------|------|-----------|
| Division | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | June 2005 |
| Brockton | 8 | 8 | 8 | 8 | 7 | 4 | 4 | 5 |
| Springfield | 9 | 9 | 9 | 7 | 7 | 7 | 7 | 7 |
| Lawrence | 3 | 3 | 3 | 2 | 2 | 2 | 2 | 2 |

(b)

2000

Yundt, Jeff
Margossian, Kenneth
Cote, Danny

President & CEO
Sr. VP Operations
VP & General Mgr Northern (Lawrence)

2001

Skaggs, Robert
Margossian, Kenneth
Cote, Danny

President & CEO COH/CKY/BSG
Executive VP & COO
VP Operations

2002

Skaggs, Robert
Margossian, Kenneth
Cote, Danny

President & CEO COH/CKY/BSG
Executive VP & COO
VP Operations

2003

Skaggs, Robert
Brown, Margaret
Cote, Danny

President & CEO COH/CKY/BSG
VP Field Operations
General Manager, BSG/NU

2004

Miller, Samuel
Cote, Danny

Executive VP & COO
General Manager, BSG/NU

2005

Marple, Harris
Cote, Danny

Sr. VP Distribution Operations
General Manager, BSG/NU

(c) Please see response to UWUA-1-2

(d) See attached job descriptions UWUA-1-19 (d1), UWUA-1-19 (d2),
UWUA-1-19 (d3).

Assignment Profile

| | | | |
|--------------------|---------------------------|-------------------------|--------------------------|
| Title: | Field Operations Leader | Occupation Code: | |
| Location: | EDG Field Operations | Status: | Exempt |
| Reports To: | Operations Center Manager | Supervises: | 10-24 Front-line workers |
| Date: | Mar-02 | | |

Purpose: Provide leadership, direction, and performance coaching to a geographically dispersed front line workforce in the Operations Center.

Key Results:

- Informed and engaged workforce
- High performance work team
- Environment of continuous improvement
- Strong operations partnerships
- Safe and efficient operations
- Results that meet or exceed operational goals

Essential Responsibilities:

- Facilitate effective two-way communication, especially between front-line workers and the rest of the organization.
- Actively manage the development, training, and evaluation of front line workers to improve individual and team performance.
- Create an environment in which front-line workers are actively involved in the spirit and steps of Continuous Improvement (CI).
- Ensure an ongoing relationship with key internal operations partners.
- Lead safe, efficient operations, providing direction and support to ensure optimal use of resources and timely, safe, and quality service.
- Build strong working relationships with internal and external groups to coordinate work efforts and support the community relationships of the Operations Center Management.

Key Work Experiences/Education:

Required for Selection:

- Familiarity with quality improvement principles
- Experience in natural gas distribution operations

Preferred for Selection:

- Technical training – delivery experience
- Bachelor's degree from accredited institution

Technical/Functional Competencies:

Required for Selection:

- Knowledge of mainframe operations support e.g., WMS, DIS, etc.
- Familiarity of quality improvement principles.
- Demonstrated knowledge of actions to take when technical, functional and safety problems occur.
- Strong knowledge of on-the-job safety and compliance requirements.
- Ability to quickly assess and make sound decisions in emergency situations.
- Proven ability to evaluate the quality and safety of plant or service work activities and results.
- Working knowledge of plant/service functions, activities, equipment, supplies and materials.
- Ability to grasp technical explanations of plant/service scenarios and draw accurate conclusions.

Preferred for Selection:

- Working knowledge of PC applications
- Knowledge of gas distribution operations

General/Transferable Competencies:

Work Collaboratively
Build Trust
Coach Improvement
Gain Commitment
Champion Change
Judgment
Delegate Responsibility
Build a Successful Team
Analysis
Plan and Organize
Align Performance for Success



JOB DESCRIPTION

Job Title : Distribution Supervisor

Subsidiary: All

Department: Distribution

Position Summary:

Plan, direct and control day-to-day activities of the Distribution Department associated with installation and or maintenance of gas distribution facilities. Assist customers and company personnel on cost effective methods of providing service. Administer policies and procedures to assure quality of workmanship and compliance with all applicable codes and regulations. Administer the collective bargaining unit agreement.

Experience:

Four to six years related experience, preferably in gas distribution or related construction industry.

Education:

B.S. Degree (Engineering, Business or Management) or equivalent.

Knowledge, Skills & Abilities:

Demonstrated ability to produce results with other people.
Demonstrated ability to handle personal contacts with ordinary tact and discretion.
Excellent written and oral communication skills.
Ability to work in a team environment.
Demonstrated ability to analyze problems, recommend and implement solutions.
Computer system skills are desirable.

Assignment Profile

| | | | |
|--------------------|---------------------------|-------------------------|--------------------|
| Title: | Construction Supervisor | Occupation Code: | |
| Location: | EDG Field Operations | Status: | Exempt |
| Reports To: | Operations Center Manager | Supervises: | Front-line workers |
| Date: | Mar-02 | | |

Purpose: Manage and execute the activities associated with outsourced construction and welding in accordance with all applicable requirements, ensuring safe, reliable service to customers in an efficient, economical manner. Facilitates training modules between engineering and construction to improve project planning and cost estimating. Coordinates with construction managers, field operations front-line leaders and resource planners to ensure cost-effective construction.

Key Results:

- Safe/efficient high-quality construction work that complies with policies, practices, and standards
- All internal/external customer-responsive construction support
- Collaboration among engineering, technical services, and construction on project designs
- Completed construction projects which meet customer expectations and budget requirements
- Strategic, effective counseling for "company vs. contract" scenarios
- Positive relationships with external municipalities and local authorities
- Timely and accurate invoice payments to contractor

Essential Responsibilities:

- Collaborates with field operations/construction services resource planners, field operations leaders, and construction managers to ensure internal/external crew efficiencies are achieved.
- Works across geographic boundaries whenever necessary to perform construction coordinator duties.
- Supports construction managers in coaching and developing a geographically dispersed workforce.
- Actively interacts with contract crew leaders to ensure contractor performance adheres to established metrics and policies/procedures.
- Assists construction coordinators in the preparation of contractor daily progress reports (i.e. invoices).
- Consults with construction coordinators to determine the best construction practices (i.e. directional boring, trenching, etc.) is employed for the project.
- Works with construction coordinators to monitor materials needed and used on the job.
- Attends pre-construction meetings with local municipalities to protect the interest of the company.
- Notifies resource planners when there is a need for welder, stopple crew, directional bore crew, etc.
- Manages capital construction, improves capital spending efficiency and return on invested capital.
- Implements best practices while driving functional consistency, process standardization and operational excellence.
- Partners with engineers and engineering technicians to develop best-value construction practices and cost estimations for large pipeline projects.
- Supports a project management and planning culture.
- Promotes the necessary environment for effective internal customer satisfaction and collaboration.
- Assures activities and processes are implemented to ensure the safe, reliable and cost effective

delivery of service to customers.

- Effective use of technology, tools and planning techniques to improve process results.
- Fosters and promotes valued relationships with government entities, industry associates, company affiliates, and contractors.
- Promotes and assures safe working environment and public safety.
- Executes construction services strategies.
- Manages pipeline construction contracts.
- Assures effective coordination scheduling and resource planning of construction jobs and welding resources in consort with Field Operations resource planners.
- Manages efficient, safe and quality construction of new and replacement mains and services, joint sealing, cathodic protection, service tie-overs.
- Ensures timely and accurate invoice payments to contractor.
- Monitors appropriate contractor qualifications and certifications and ensures proper documentation.
- Collaborates with peers to ensure that operating standards and construction practices comply with policies and procedures.
- Design and manage strategic construction objectives.

Key Work Experiences/Education/Technical Functional Competencies:

Required for Selection:

- Minimum of Five (5) years underground utility construction experience
- Familiarity with quality improvement principles
- Demonstrated knowledge of gas operations including gas flow, construction, contracts and emergency response
- Knowledge of local, state, and federal operating codes
- Strong knowledge of policies, procedures, and standards pertaining to construction
- Valid Driver's License
- Ability to interpret construction drawings and operations maps
- Working knowledge of operations support systems, i.e. WMS, etc.
- Experience in natural gas distribution operations
- High School Diploma or equivalent

Preferred for Selection:

- Leadership experience
- Bachelor's degree in engineering or business related field
- Experience working with pipeline contractor
- Construction Inspection/Welding experience
- Operations Engineer/Engineering Technician experience
- Experience in estimating project costs and creating job orders

General/Transferable Competencies:

- Drive for results
- Champion change
- Rally support
- Coach improvement
- Work collaboratively
- Planning and Project Management

| |
|--|
| |
|--|

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
FIRST SET OF INFORMATION REQUESTS FROM UWUA LOCAL 273
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

- UWUA-1-21 (a) Please provide a general description of how Bay State handles requests for new or expanded service, and, to the extent this varies depending on whether the prospective new customer is residential or commercial, please provide separate descriptions of how these requests are handled.
- (b) Please list all locations at which requests for new or expanded service from existing or prospective customers have been handled since January 1, 1998. To the extent those locations have changed, please list all such changes.
- (c) Please list the staffing level for the sales function (salespeople and any others) since January 1, 1998 including the dates of all changes to those staffing levels.

Response: (a) All initial requests for new or expanded service are directed to 1-877-GAS-IS-IT in Portsmouth, NH. The Sales staff in this location process residential and small commercial requests. Installations that require metering only are taken over the phone and forwarded to the appropriate operating area for installation via email. New main and/or service requests involve the completion of a new service request form and the customer either providing a drawing or site plan depicting the service route and meter location. These installation packages are mailed to the customer and upon their return, are forwarded, along with all necessary paperwork, from the Sales staff to each operating area via interoffice mail on a daily basis. Other commercial and industrial requests are forwarded to the appropriate Field Sales Representative in the operating area.

- (b) Massachusetts requests for new or expanded service from existing or prospective customers have been handled in the following locations from 1998 to the present:

1998-2001: Springfield, Brockton and Lawrence MA divisions.
All requests referred to the Sales Department in the appropriate operating area.

2002: Portsmouth, NH, Springfield, Brockton and Lawrence, MA.
All initial calls and simple residential activity moved to Portsmouth, NH. New residential subdivisions handled at the planning level by a Builder/Developer Representative located in Springfield, MA.

Commercial activity handled by Field Sales Representatives in Springfield, Brockton and Lawrence, MA. Industrial activity handled by Key Account Representatives in Springfield, Brockton and Lawrence, MA.

2003-Aug. 2004: Portsmouth, NH.

New residential subdivision requests moved to a Builder/Developer Representative in Brockton, MA. Largest commercial and industrial activity handled by a Key Account Sales Representative in Portsmouth, NH. All other activity moved to the Retail Sales Department in Portsmouth, NH.

Aug 2004-present: Portsmouth, NH, Springfield, Brockton and Lawrence, MA.

Residential and small commercial activity is completed in Retail Sales in Portsmouth, NH. Other commercial and industrial activity is directed to the appropriate Field Sales Representative in the operating area. The largest commercial and industrial activity handled by Key Account Representatives in Portland, ME and Springfield, MA.

(c) The dates of staffing changes are not readily available for 1998-2001. The table below is the best estimate that can be provided for the staffing levels for the years in question. The numbers in these years would more accurately be described as the number of individuals that worked in the sales department at any time during the year. In some cases, one individual may have replaced another during the year. In that case, both are included in the number. After January of 2002 the numbers are more indicative of the staffing level. The numbers presented are changes in staffing level and an estimate of the time frame. Changes in employee count resulting from positions that were temporarily open while replacements were recruited are not shown. A brief explanation for the change in staffing level is included for changes after January, 2002.

| Time Frame | Staff | Explanation |
|---------------|-------|--|
| 1998 | 40 | |
| 1999 | 39 | |
| 2000 | 38 | |
| 2001 | 37 | |
| January, 2002 | 24 | Reduction in field sales staff and consolidation of inbound telephone activities. |
| January, 2003 | 17 | Elimination of all field sales staff, two key account reps, and the commercial sales manager |
| Fall, 2003 | 19 | Added two Retail Sales Reps |
| Spring, 2004 | 18 | One vacated Retail Sales position unfilled |
| June, 2004 | 19 | Added second Key Account Rep |
| August, 2004 | 22 | Added Field Sales Staff |

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
FIRST SET OF INFORMATION REQUESTS FROM UWUA LOCAL 273
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

UWUA-1-22 Please provide a copy of any written complaints and a log of any verbal complaints made by any homeowner, contractor, developer, or existing or potential customer to the company, regarding requests for new or expanded service, for the period January 1, 1998 to present. Please include any complaints regarding actual or anticipated delays in obtaining the new or expanded service; complaints about any fees or charges proposed or actually imposed to obtain the new or expanded service; or complaints about any difficulty in communicating with the company's sales employees.

Response: The Company has no record of a filed DTE complaint concerning the issues above during the time frame requested.

The Company maintained no log of complaints concerning the issues above prior to October, 2004. Since October 2004, customers expressed 13 complaints either verbally or in writing. The 13 complaints are attached as Attachments UWUA-01-22 (a) through UWUA-01-22 (m).

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
FIRST SET OF INFORMATION REQUESTS FROM UWUA LOCAL 273
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

UWUA-1-23 (a) Please provide any and all plans, studies or reports the company has produced or obtained since January 1, 1998 regarding expanding the number of customers on its system, through advertising, promotions, or any other means.

(b) Please provide any estimates the company has made since January 1, 1998 about the number of gas customers who could be added to the system due to their proximity to existing lines.

(c) Please provide any goals or targets the company has set since January 1, 1998 to add new customers or have existing customers expand their service, and any tabulation of how successful the company was in reaching these targets or goals.

(d) Please provide a quarterly tabulation of the number of requests for new service, and, separately, for expanded service, for the period January 1, 1998 to present. If possible, separate out the requests for residential and commercial service.

Response: (a) No plan, study or report is readily available for the 1998-2000 time frame. In that period, the Company generally conducted two to three residential marketing or advertising programs a year. There generally was a Spring Direct Mail campaign and a Fall Direct Mail campaign to prospects along the distribution system. The direct mail campaign was periodically supported by newspaper advertisements. There generally was also a low use campaign targeted at residential non-heat customers.

There were also several Commercial & Industrial programs during this time period. Generally there was a direct mail piece highlighting one particular technology, sometimes followed up by a telemarketing call.

Attachment UWUA-01-23 (a) is the December, 2001 version of the sales and marketing strategy that was implemented that year. The December version is an update of earlier versions in 2001.

Attachment UWUA-01-23 (b) is the June, 2004 introduction of the Company's current sales strategy.

(b) The Company maintains an estimate of prospects along the distribution system. The estimate is based on a residential list that was purchased in 1998 and a C&I list that was purchased in 1999. The estimate has been adjusted from year to year by assuming 3% growth in homes along the main, and 1% growth in businesses along the main, minus the difference in active meter counts from year to year. The data is presented in Attachment UWUA-01-23 (c).

(c) Following is a table listing Bay State Gas sales goals and achievements from 1998-2005. From 1998-2000, goals and achievement were measured in Mcf added. Since 2001, goals and achievement have been measured in Net Revenue Added. In 1999, Bay State changed its accounting year from fiscal to calendar year. The goals and actual achievements for this year are for a 15-month period. Bay State did not set a sales goal in the 2002-2004 time period. In 2005 a sales goal was established and the year to date numbers are provided.

Bay State Gas Company

| | Mcf Goal | MCF Attained |
|------|-----------|-----------------|
| 1998 | 2,598,654 | 2,340,842 |
| 1999 | 3,512,689 | 3,501,705 |
| 2000 | 2,080,185 | 2,008,803 |

| | Net Revenue Goal | Net Revenue Attained |
|------|---------------------|-------------------------|
| 2001 | \$4,725,672 | \$3,760,300 |
| 2002 | | \$3,554,879 |
| 2003 | | \$2,209,484 |
| 2004 | | \$2,467,068 |
| 2005 | \$2,970,240 | *\$1,063,841 |

*YTD May/31/05

(d) The company does not track requests for new service. The company tracks new customer additions and expansions of service only. Quarterly information is not readily available. The number of residential and business customers added from 1999-2004 is presented in AG-06-14.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
FIRST SET OF INFORMATION REQUESTS FROM UWUA LOCAL 273
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

UWUA-1-24 (a) Does the company keep track of the amount of time between receipt of a request for expanded service and the actual installation of that service?

(b) If "yes," please provide a tabulation of the lag between request and installation of service, for each year 1998 to 2004.

Response: No. The Company does not keep track of the amount of time between receipt of a request for expanded service and the actual installation of that service

COMMONWEALTH OF MASSACHUSETTS
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RESPONSE OF BAY STATE GAS COMPANY TO THE
FIRST SET OF INFORMATION REQUESTS FROM UWUA LOCAL 273
D. T. E. 05-27

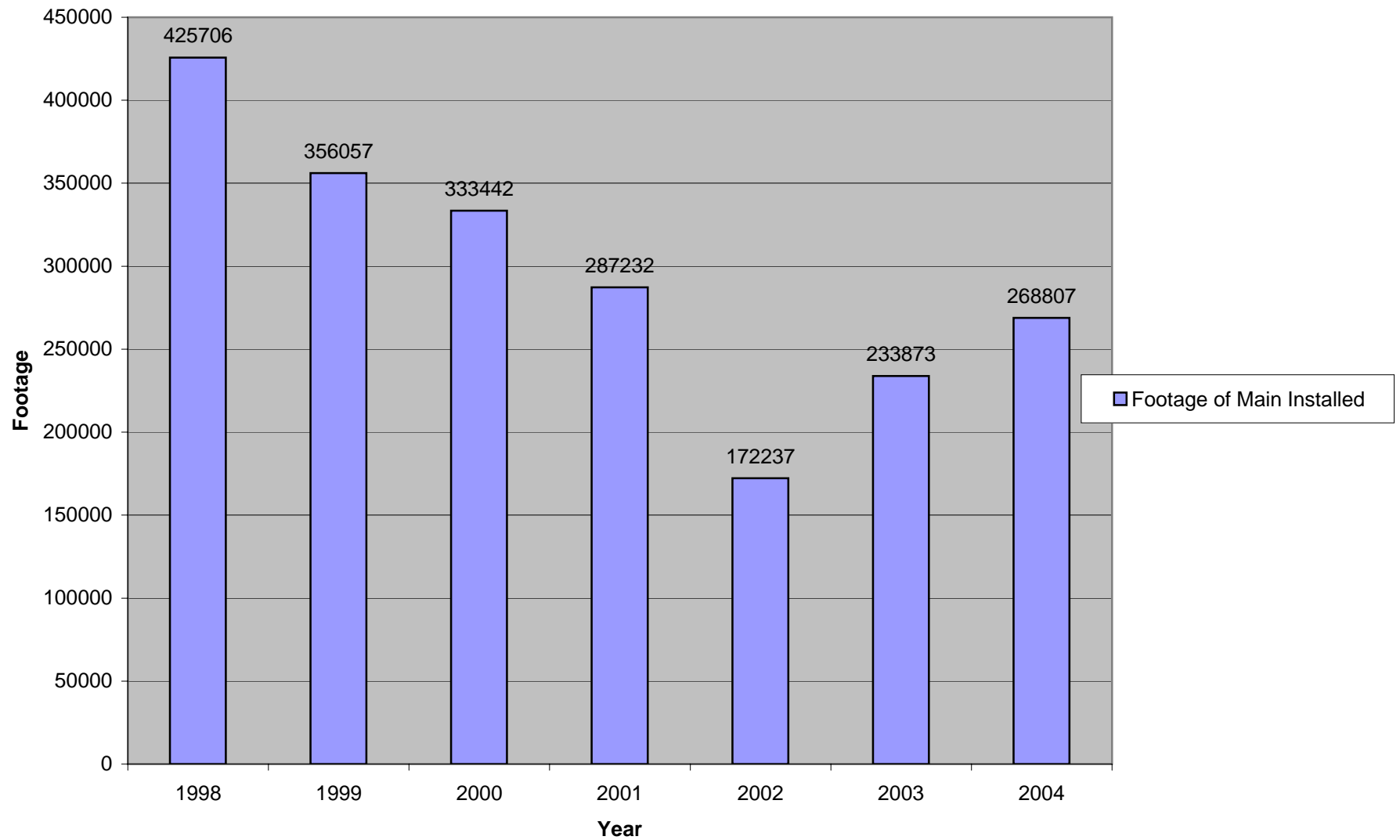
Date: June 22, 2005

Responsible: Danny G. Cote, General Manager

- UWUA-1-27 (a) Please provide a graph showing the linear feet of mains installed each year 1998 to 2004.
- (b) Please provide a graph showing the number of service lines installed 1998 to present.

Response: See Attachment UWUA-1-27(a-b) which includes new and replacement installations.

Footage of Main Installed



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RESPONSE OF BAY STATE GAS COMPANY TO THE
FIRST SET OF INFORMATION REQUESTS FROM UWUA LOCAL 273
D. T. E. 05-27

Date: June 22, 2005

Responsible: Paul R. Moul, Consultant (ROE)

UWUA-1-28 Please provide a table listing the company's return on common equity for each year 1998 to present. Include an explanation and/or formula for how the company calculates return on common equity, including the treatment of any acquisition premium or other payments in connection with the merger with NiSource.

Response: Please refer to the returns listed below:

| Year | Rate of Return on Book Common Equity |
|------|--|
| 2004 | 4.5% |
| 2003 | 5.5% |
| 2002 | 1.7% |
| 2001 | 3.5% |
| 2000 | 3.0% |
| 1999 | 3.8% |
| 1998 | N/A |

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
FIRST SET OF INFORMATION REQUESTS FROM UWUA LOCAL 273
D. T. E. 05-27

Date: June 22, 2005

Responsible: Paul R. Moul, Consultant (ROE)

UWUA-1-29 Please provide a table showing the dollar amount of all dividends (quarterly, or by other payment period) paid by Bay State to NiSource from the date of the merger to the present. If Bay State makes other payments to NiSource, please list the amount and dates of such payments.

Response: Please refer to the dividend payments listed below:

| Year | Common Dividend Payments (in millions) |
|------|---|
| 2004 | \$ - |
| 2003 | \$ 21.238 |
| 2002 | \$ 9.000 |
| 2001 | \$ 12.000 |
| 2000 | \$ 12.000 |
| 1999 | \$ 8.800 |

Mr. Moul has not investigated any other payments by Bay State to NiSource.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
FIRST SET OF INFORMATION REQUESTS FROM UWUA LOCAL 273
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

UWUA 1-35 For each major job category of current Bay State employees (e.g., billing, call center/customer service, maintenance and repairs, etc.), please provide the average years of experience as a Bay State employee for all employees in that job category.

Response: Please see Table UWUA-1-35.

TABLE UWUA-1-35

| <u>Category</u> | <u>Average Years of Service</u> |
|-----------------------------------|--|
| Service | 16.5 |
| Distribution | 21.3 |
| Dispatch | 14.6 |
| Engineering | 8.8 |
| Clerical | 9.2 |
| LNG Operations and Maintenance | 18.3 |
| Managers and Supervisors | 17.6 |

COMMONWEALTH OF MASSACHUSETTS
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RESPONSE OF BAY STATE GAS COMPANY TO THE
SECOND SET OF INFORMATION REQUESTS FROM UWUA LOCAL 273
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

- UWUA-2-15 (a) Can Bay State customers pay their bills by credit card? If "yes," do they incur any fee to do so, other than whatever usual fees the customer's own credit card company may impose?
- (b) Can Bay State customers make payments through any third party billing agent (excluding pay stations) and, if so, are there any fees imposed for doing so?

Response: (a) Bay State Gas currently does contract directly with a Third Party Vendor, EDS Services (Electronic Data Systems) to accept credit card payments from both residential and commercial customers through an IVR or an on-line option.

The fees for this service are established by the credit card network based on the anticipated average transaction amount and passed directly to the customer who elects to utilize these channels. The fees are: residential credit card-\$5.95 and commercial credit card-\$25. No revenue is generated to Bay State Gas from the customer fees.

(b) Other channels do exist for customers to pay their bills, whether through on-line banking or payment services or through a local payment agent that is outside of the Bay State Gas pay station agents. Technology and networking exists that allows customers the convenience and the options of how they chose to pay any of their vendors without dealing with that particular vendor directly. In these circumstances a fee may or may not be requested by the service provider that the customer elects to use. A customer choosing one of these options and any fee incurred would be transparent and unknown to Bay State Gas.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
SECOND SET OF INFORMATION REQUESTS FROM UWUA LOCAL 273
D. T. E. 05-27

Date: June 22, 2005

Responsible: Paul R. Moul, Consultant (ROE)

UWUA-2-27 Does the company currently predict any need to increase staffing levels among its own employees to implement the SIR program? If "yes," please provide all written estimates, studies or reports regarding the staffing changes that the company will need to implement, including the job titles that will be affected and the number of new staff positions that will be needed.

Response: Please see the Attachments provided in Bay State's response to UWUA-1-25..

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE
SECOND SET OF INFORMATION REQUESTS FROM USWA, AFL-CIO/CLC
D. T. E. 05-27

Date: June 22, 2005

Responsible: Stephen H. Bryant, President

USWA-2-10: For 1999 to date, state the total number of temporary employees recruited from temporary employment agencies to work at the Call Center. Provide annual totals. Additionally, for each year from 1999-2005, state the total number of temporary employees hired into permanent positions by the Company and how many were given full-time and part-time appointments.

Response: Please see Table USWA-2-10:

TABLE USWA-2-10

| Year | # Temps | # Hired (PT/FT) |
|-------------|----------------|--------------------------|
| 1999 | 5 | 2 full time |
| 2001 | 40 | 3 full time, 2 part time |
| 2003 | 1 | 1 part time |
| 2004 | 12 | 7 part time |
| 2005 | 6 | |